

IN AND FOR THE DISTRICT COURT OF CADDO COUNTY  
STATE OF OKLAHOMA

STACEY WRIGHT )

Plaintiff, )

v. )

AMERICAN NATIONAL PROPERTY )  
AND CASUALTY COMPANY, a foreign )  
corporation; )  
ZACHARY WILSON WELDING; and )  
ZACHARY ALLEN WILSON, personally, )

Defendants. )

Case No. **CJ-2015-90**  
The Honorable

State of Oklahoma  
Caddo Co.

**FILED**

**NOV 23 2015**

At \_\_\_\_\_ O'Clock \_\_\_\_\_ M.  
PATTI BARGER, Court Clerk  
By \_\_\_\_\_ Deputy

**PETITION**

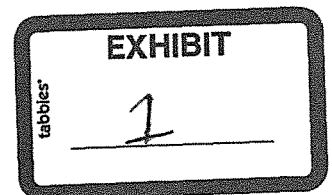
The Plaintiff, Stacey Wright ("Mrs. Wright" or "Plaintiff"), for her Petition against the Defendants, American National Property and Casualty Company ("ANPAC" or "Defendant(s)"), Zachary Wilson Welding ("ZWW" or "Defendant(s)") and Zachary Allen Wilson ("Wilson" or "Defendant(s)"), alleges and states:

**JURISDICTION AND VENUE**

1. Plaintiff resides in Weatherford, Custer County, Oklahoma, and at all relevant times has been a citizen of Oklahoma.

2. ANPAC is incorporated in the State of Missouri, and has its principal place of business in Springfield, Missouri. ANPAC issued the subject insurance Policy to Plaintiff in Custer County, Oklahoma.

3. Upon information and belief, ZWW is an Oklahoma sole proprietorship owned and operated by Wilson with its principal place of business in Chickasha, Grady County, Oklahoma.



4. Upon information and belief, Wilson is a resident of Chickasha, Grady County, Oklahoma, and was employed by ZWW at all relevant times herein.

5. The underlying events giving rise to this lawsuit occurred in Hydro, Caddo County, Oklahoma.

6. The District Court in and for Caddo County has jurisdiction over the parties pursuant to 12 O.S. §§ 137, 141 and 187.

#### FACTUAL BACKGROUND

7. Plaintiff hereby adopts and realleges each of the facts and allegations set forth in paragraphs 1-6 above.

8. At all times material hereto, and for several years preceding the filing of the present lawsuit, Plaintiff was insured under automobile insurance policies issued by ANPAC. The policy of insurance at issue in the present lawsuit is ANPAC Policy No. 35-A-292-00M-9 (the "Policy"). Plaintiff's Policy term is from August 25, 2015 to February 25, 2016. Plaintiff's premiums are paid and up to date.

9. Plaintiff's Policy with ANPAC includes, *inter alia*, comprehensive coverage, collision coverage, customized equipment protection, rental expense coverage and UM/UIM coverage with limits of \$25,000 per person. (See Declarations Pages, **EXHIBIT 1**).

10. On September 25, 2015, Plaintiff was stopped at a stop sign on State Highway 58 near State Highway 66 in Hydro, Caddo County, Oklahoma, when she was rear-ended by the tortfeasor, Wilson, who was driving a 2012 Dodge Ram truck at a high rate of speed (the "Accident").

11. Wilson admitted that he rear-ended Plaintiff and caused the Accident because he was distracted and looking at his phone prior to and at the time of the Accident. (*See* Official Oklahoma Traffic Collision Report, **EXHIBIT 2**).

12. Plaintiff's vehicle, a brand new 2015 Chevrolet Suburban ("Suburban") which she had just purchased, sustained significant property damage that included a broken axle and bent frame. (*See* Photographs, **EXHIBIT 3**).

13. The Dodge Ram that the tortfeasor, Wilson, was driving at the time of the Accident was owned by ZWW – a company owned by Wilson – and it was insured by American Mercury Insurance Group ("Mercury").

14. Within ten minutes of the Accident, Plaintiff had notified her insurance agent, Doug Pond, of the Accident. Thus, Plaintiff had provided her own insurer, ANPAC, with constructive notice of the Accident within minutes thereafter.

15. Shortly after the Accident, Plaintiff made a claim with the tortfeasor's insurer, Mercury.

16. On September 28, 2015, Mercury's examiner, Katie Collins ("Collins"), acknowledged receipt of Plaintiff's claim and admitted to Plaintiff that she had talked to the tortfeasor, Wilson, and was ready to accept liability on his behalf. (*See* Email, **EXHIBIT 4**).

17. On or about October 1, 2015, Mercury sent an appraiser, Brandon Stone ("Stone"), to Cummins Auto Group ("Cummins") where Plaintiff's Suburban was stored to evaluate the property damage. Stone initially provided a lowball estimate of \$11,117.86. (*See* Estimate, **EXHIBIT 5**).

18. Thus, Plaintiff had her Suburban inspected at Mike's Body Shop in Weatherford, Oklahoma. Mike's Body Shop determined that the Suburban sustained \$18,977.11 in property damage as a result of the Accident. (*See* Estimate, **EXHIBIT 6**).

19. Plaintiff provided the estimate from Mike's Body Shop to Mercury, and advised that Mercury would be liable for the diminished value of her Suburban as well. (*See* Email, **EXHIBIT 7**).

20. Accordingly, Stone returned to Cummins to perform a supplemental inspection on or about October 19, 2015. Stone's supplemental inspection turned up an additional \$6,138.23 in property damage to Plaintiff's Suburban that Stone failed to acknowledge during his initial inspection. Stone's new estimate with respect to Plaintiff's Suburban totaled \$17,256.09. (*See* Estimate, **EXHIBIT 8**).

21. After Stone's supplemental estimate, Mercury, *via* Collins and Stone, admitted numerous times that Plaintiff's Suburban was "repairable" and not totaled. Specifically, Stone told Plaintiff "I did go out and reinspect and yes it is repairable." (*See* Email dated October 19, 2015, **EXHIBIT 9**) (emphasis added).

22. Likewise, Collins admitted to Plaintiff that "[i]t looks like your vehicle is repairable," and she began demanding that Plaintiff authorize the repairs on the Suburban or Mercury would no longer cover her rental vehicle. (*See* Email dated October 19, 2015, **EXHIBIT 10**) (emphasis added).

23. Thereafter, Collins sent Plaintiff additional emails demanding that the Suburban be taken to Plaintiff's shop of choice so repairs could begin. If Plaintiff did not do as requested, Collins would stop paying for Plaintiff's rental car. (*See* Multiple Emails, **EXHIBIT 11**).

24. In short, Mercury's position regarding Plaintiff's property damage was always unequivocally clear – *i.e.*, the Suburban was repairable.

25. Thereafter, Plaintiff and Mr. Wright hired counsel to protect their interests from Mercury's threats and demands.

26. On October 23, 2015, Plaintiff's counsel sent Mercury a letter of representation and advised Mercury that it would also be responsible for approximately \$19,500.00 in damages related to the Suburban's diminished value as well as the property damage to their vehicle.

27. The same day, Mercury's new examiner, Susan Swanson ("Swanson"), emailed correspondence to Plaintiff's counsel advising that Plaintiff's property damage and bodily injury claims would likely exceed the tortfeasor's policy limits. (*See Letter, EXHIBIT 12*).

28. On October 27, 2015, Plaintiff's counsel sent ANPAC a letter of representation and demanded "... payment under all relevant coverage agreements of [Plaintiff's] ANPAC policy for the property damage to [Plaintiff's] Suburban and for the injuries sustained by Mrs. Wright." In short, Plaintiff's counsel made a claim under all relevant coverage agreements, including her underinsured motorist coverage. (*See Letter, EXHIBIT 13*).

29. Importantly, Plaintiff's counsel advised ANPAC in the same letter "...direct all future correspondence to [his] attention." (*See EXHIBIT 13*).

30. On the evening of October 27, 2015, Plaintiff's counsel had a lengthy telephone conference with James Sanders ("Sanders"), ANPAC's claims examiner handling Plaintiff's first-party claim. Sanders had received the letter of representation from Plaintiff's counsel and thus knew that all future correspondence was to be sent to Plaintiff's counsel.

31. In the telephone conference, Sanders agreed to send out ANPAC's appraiser, Jerry Samuels ("Samuels"), to inspect the Suburban at Cummins on Friday, October 30, 2015.

32. However, the following day (October 28, 2015), Sanders – knowing that Plaintiff was represented and that all communication should be sent to Plaintiff's counsel – sent certified mail

directly to Plaintiff (as opposed to her counsel) advising that ANPAC was likely going to deny Plaintiff's first-party claim based on a delay in notice. In other words, Sanders, on behalf of ANPAC, sent a menacing letter directly to Plaintiff threatening to deny coverage for the claim purportedly based on a delay in notice. (*See* Letter, **EXHIBIT 14**). Sanders' actions were intentional and intended to strike fear in Plaintiff.

33. As expected, Sanders' threatening denial letter caused Plaintiff significant anxiety, stress and emotional distress considering Plaintiff had notified her agent, and thus, ANPAC **within ten (10) minutes of the Accident**. Simply stated, the justification for ANPAC's threatening denial letter (*i.e.*, Plaintiff's purported delay in notice) was clearly erroneous and false.

34. On Friday, November 6, 2015, Plaintiff's counsel learned of Sanders' threatening denial letter to Plaintiff. Plaintiff's counsel immediately sent Sanders a response questioning why Sanders sent a threatening letter to his own insured (Plaintiff) when he knew Plaintiff was represented. In addition, Plaintiff's counsel advised Sanders of Oklahoma's bad faith laws, his duties under same, and that his threatening denial letter to Plaintiff was essentially an act of bad faith by ANPAC. Finally, Plaintiff's counsel requested Sanders to retract ANPAC's threatening denial letter regarding Plaintiff's first-party claims. (*See* Email, **EXHIBIT 15**).

35. Because ANPAC's threatening denial letter was clearly unreasonable and in bad faith, Sanders sent Plaintiff's counsel correspondence on November 9, 2015 retracting his/ANPAC's threatening denial letter to Plaintiff. (*See* Email, **EXHIBIT 16**).

36. During the chaos, Plaintiff provided ANPAC with all of the requested medical authorizations, a list of her providers and the initial medical bills she had received as a result of the accident so ANPAC could further evaluate Plaintiff's claim. (*See* Email, **EXHIBIT 17**).

37. On October 30, 2015, Plaintiff's counsel met Samuels, ANPAC's staff appraiser, at Cummins so he could inspect Plaintiff's Suburban on behalf of ANPAC.

38. On November 9, 2015, Samuels provided Plaintiff's counsel with its estimate in the amount of \$20,397.20. Samuels was unsure whether the Suburban sustained any additional hidden damage and stated that the Suburban needed to be torn down to supplement his estimate. (*See* Estimate, EXHIBIT 18).

39. Plaintiff's counsel forwarded Samuels/ANPAC's estimate to Mercury on Tuesday, November 10, 2015, and made a reasonable settlement demand in the amount of \$55,000.00, considering Mercury's position since the Accident was that Plaintiff's vehicle was repairable. (*See* Email, EXHIBIT 19).

40. Plaintiff's counsel also advised ANPAC and Mercury that Plaintiff did not want her Suburban torn down and that she only wanted it repaired. Plaintiff did not want her Suburban torn down because if there was no hidden damage, the re-sale value of the Suburban would be much less than the \$47,500.00 Plaintiff had already been offered by Cummins.

41. At 8:08 a.m. on November 11, 2015, Mercury responded to Plaintiff's settlement demand advising that Mercury was unable to settle Plaintiff's claims because Mercury was unsure whether Plaintiff's Suburban was repairable. Mercury's new position – *i.e.*, that the Suburban may not be repairable and instead may be totaled – was based on Mercury's conversations and communication with ANPAC's adjuster - i.e., Plaintiff's own insurer. (*See* Email, EXHIBIT 20).

42. It was clear to Plaintiff and Plaintiff's counsel that Mercury and Plaintiff's own insurer, ANPAC, were in cahoots and were working together to reduce the value of Plaintiff's claim. The fact is, prior to speaking with ANPAC, Mercury's position had always been that Plaintiff's

vehicle was repairable. Mercury had even threatened Plaintiff to have the Suburban repaired or Mercury would not pay for Plaintiff's comparable rental vehicle.

43. Accordingly, at 12:04 p.m. on November 11, 2015, Plaintiff's counsel sent Samuels and Sanders (*i.e.*, ANPAC) correspondence advising Samuels not to discuss Plaintiff's claim with Mercury any longer. (*See* Email, **EXHIBIT 21**).

44. Three (3) minutes later at 12:07 p.m., and in response to Plaintiff's counsel's correspondence, Sanders, intentionally and with malice, advised Plaintiff and her counsel to “**...not communicate with [ANPAC's] staff appraiser [i.e., Samuels] any longer.**” (*See* Email, **EXHIBIT 22**). In short, Sanders and ANPAC have demanded that Plaintiff, ANPAC's own insured, not discuss ANPAC's estimate with the very person that performed the inspection and created the estimate, Samuels.

45. The actions by Sanders, and thus ANPAC, are clearly intentional and with malice. Sanders, and thus ANPAC, have personally attacked Plaintiff, their own insured, in part because: (1) Plaintiff's counsel caught Sanders and ANPAC red handed regarding the erroneous threatening denial letter; and (2) Plaintiff's counsel caught ANPAC red handed colluding and conspiring with Mercury to reduce the value of Plaintiff's claim so both Mercury and ANPAC could limit their respective financial losses.

46. Plaintiff is entitled to be made whole and put back in the same position she was in prior to the Accident. It is clear that ANPAC and Mercury are conspiring together to reduce the value of Plaintiff's claim so that she is not made whole and so that the insurers can reduce their financial loss as a result of Plaintiff's claim.

47. Accordingly, ANPAC has forced Plaintiff to file suit just so Plaintiff can speak with ANPAC through depositions regarding her first-party claim.



FIRST CAUSE OF ACTION - NEGLIGENCE - ZACHARY ALLEN WILSON

The Plaintiff, Stacey Wright, for her First Cause of Action, adopts and incorporates the allegations made in numerical paragraphs 1 through 47, above, and in addition, alleges and states:

48. Wilson had a duty under Oklahoma statutes and common law to be an attentive driver.

49. Wilson violated 47 O.S. § 11-901, *et seq.*, amongst other statutes, for driving recklessly and causing the Accident. Such action constitutes negligence *per se*.

50. Moreover, Wilson violated his common law duty to be an attentive driver.

51. Wilson breached this duty by taking his eyes off of the roadway in an effort to pick up his cellular telephone that had fallen to the floorboard of his Dodge Ram truck.

52. Wilson's breach in this regard was the proximate cause of the subsequent Accident.

53. Wilson's breach was also the proximate cause of Plaintiff's property damage and bodily injuries, all of which exceed \$75,000.

54. Wilson's actions at the time of the Accident constituted a willful, wanton, and reckless disregard for the rights and safety of Plaintiff. As such, an award of punitive damages is in order.

55. Thus, Plaintiff, Stacey Wright respectfully requests this Court enter a judgment in her favor and against Defendant, Zachary Allen Wilson, for damages in excess of \$75,000, including punitive damages, and along with interest, costs, attorney fees and any and all other legal or equitable relief this Court deems just and proper.

SECOND CAUSE OF ACTION - RESPONDEAT SUPERIOR - ZACHARY WILSON WELDING

The Plaintiff, Stacey Wright, for her Second Cause of Action, adopts and incorporates the allegations made in numerical paragraphs 1 through 55, above, and in addition, alleges and states:

56. Upon information and belief, the vehicle (2012 Dodge Ram) driven by Wilson at the time of the Accident was owned by and operated on behalf of Zachary Wilson Welding ("ZWW").

57. As a result, ZWW is responsible for Wilson's actions, and thus negligent, while Wilson was operating the vehicle in the course and scope of his employment with ZWW.

58. Because Wilson was operating the vehicle in the course and scope of his employment with ZWW at the time of the Accident, ZWW is responsible for Plaintiff's damages, including any punitive damages, as a result of the Accident.

59. Thus, Plaintiff, Stacey Wright respectfully requests this Court enter a judgment in her favor and against Defendant, Zachary Wilson Welding, for damages in excess of \$75,000, including punitive damages, and along with interest, costs, attorney fees and any and all other legal or equitable relief this Court deems just and proper.

**THIRD CAUSE OF ACTION - BREACH OF CONTRACT**  
**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY**

The Plaintiff, Stacey Wright, for her Third Cause of Action, adopts and incorporates the allegations made in numerical paragraphs 1 through 59, above, and in addition, alleges and states:

60. At the time of the Accident, Plaintiff had an insurance policy with ANPAC that provided, *inter alia*, comprehensive coverage, collision coverage, customized equipment protection, rental expense coverage and UM/UIM coverage with limits of \$25,000 per person.

61. Plaintiff properly and timely notified ANPAC of the Accident and her claims as a result of the Accident.

62. Plaintiff has complied with the terms and conditions of the Policy in all material ways.

63. ANPAC, however, has breached its contractual obligations under the terms and conditions of the insurance Policy by failing to pay Plaintiff all of the benefits to which she is entitled under the terms and conditions of the Policy.

64. As a result of ANPAC's breach of contract and other wrongful conduct, Plaintiff has sustained financial losses, mental and emotional distress and has been damaged in an amount in excess of \$75,000, exclusive of attorneys' fees, costs and interest.

65. Thus, Plaintiff, Stacey Wright respectfully requests this Court enter a judgment in her favor and against Defendant, American National Property and Casualty Company, for damages in excess of \$75,000, including punitive damages, and along with interest, costs, attorney fees and any and all other legal or equitable relief this Court deems just and proper.

**FOURTH CAUSE OF ACTION - BAD FAITH**  
**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY**

The Plaintiff, Stacey Wright, for her Fourth Cause of Action, adopts and incorporates the allegations made in numerical paragraphs 1 through 65, above, and in addition, alleges and states:

66. Plaintiff has made demand upon ANPAC for payment under all relevant Policy coverages, including payment of UM/UIM policy benefits. Plaintiff has met all conditions precedent for the payment of those policy benefits, including the payment for property damage to her vehicle.

67. Instead of honoring the terms and conditions of its Policy with Plaintiff, ANPAC: (1) sent Plaintiff a menacing letter threatening to deny coverage based on erroneous reasons; (2) conspired and colluded with Mercury to reduce the value of Plaintiff's claim so ANPAC could limit its own financial losses as a result of Plaintiff's claim; and (3) personally attacked Plaintiff by demanding that Plaintiff no longer discuss her claim with ANPAC.

68. ANPAC owed a duty to Plaintiff to deal fairly and in good faith.

69. ANPAC breached its duty to deal fairly and in good faith with Plaintiff by engaging in the intentional and reckless conduct described above.

70. ANPAC's obligations arise from both the express written terms of the Policy, Oklahoma common law and the Oklahoma Insurance Code.

71. The conduct of ANPAC, as described above, constitutes bad faith and is a material and *tortious* breach of the terms and conditions of the Policy between the parties.

72. As a direct result of ANPAC's bad faith conduct, Plaintiff's claim has been unnecessarily delayed and inadequately investigated. Further, ANPAC's bad faith conduct in conspiring and colluding with Mercury to reduce the value of Plaintiff's claims have resulted in additional profits and a financial windfall for ANPAC.

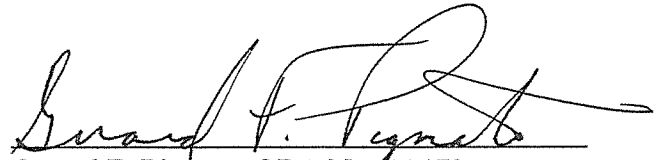
73. As a direct and proximate result of ANPAC's breach of its duty of good faith and fair dealing owed to Plaintiff, Plaintiff sustained damages, including deprivation of policy benefits, financial loss, mental anguish, embarrassment, anger, anxiety, worry and stress.

74. Since Plaintiff made her claim with ANPAC, Wilson and ANPAC have demonstrated malicious intent by personally attacking Plaintiff and by colluding and conspiring with the tortfeasor's carrier, Mercury, to reduce the value of Plaintiff's claims. The conduct of ANPAC is so reckless, reprehensible, malicious, and outrageous as to warrant the imposition of punitive damages against ANPAC, to punish ANPAC and to deter like conduct by others.

75. Thus, Plaintiff, Stacey Wright respectfully requests this Court enter a judgment in her favor and against Defendant, American National Property and Casualty Company, for damages in excess of \$75,000, including punitive damages, and along with interest, costs, attorney fees and any and all other legal or equitable relief this Court deems just and proper.

WHEREFORE, the Plaintiff, Stacey Wright, for her causes of action, prays for judgment against the Defendants for an amount in excess of \$75,000, plus her attorney's fees, costs, prejudgment interest and punitive damages.

Respectfully submitted,



Gerard F. Pignato, OBA No. 11473  
PIGNATO, COOPER, KOLKER & ROBERSON, P.C.  
Robinson Renaissance Building  
119 North Robinson Avenue, 11<sup>th</sup> Floor  
Oklahoma City, Oklahoma 73102  
Telephone: 405-606-3333  
Facsimile: 405-606-3334  
Email: [jerry@pclaw.org](mailto:jerry@pclaw.org)

AND

Clayton B. Bruner, OBA No. 22079  
CLAYTON B. BRUNER, P.L.L.C.  
2811 E. Main  
Weatherford, Oklahoma 73096  
Telephone: (580) 774-5363  
Facsimile: (580) 772-7440  
Email: [claybrunerlaw@gmail.com](mailto:claybrunerlaw@gmail.com)  
ATTORNEYS FOR PLAINTIFF

**JURY TRIAL DEMANDED  
ATTORNEY LIEN CLAIMED**

EXHIBIT 1



1949 E. SUNSHINE  
SPRINGFIELD, MISSOURI 65899-0001  
(417) 887-0220  
www.ANPAC.com

# AMERICAN NATIONAL PROPERTY AND CASUALTY CO

POLICY NUMBER  
35-A-292-00M-9

POLICY TERM  
08-25-15 TO 02-25-16\*

AND SUBSEQUENT RENEWALS.

THIS FAMILY AUTOMOBILE AMENDED DECLARATION

REPLACES ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY PROVISIONS AND ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THIS POLICY.

METHOD OF PAYMENT: EASY PAY PLAN - 0359349

## NAMED INSURED AND ADDRESS

WRIGHT, TODD B & STACEY E  
24352 E 1030 RD  
WEATHERFORD OK 73096-7504

CHANGE EFFECTIVE: 08-07-15  
ORIGIN: AGENT  
CHANGES: VEH, COV, LIEN

RATING ADDRESS:  
24352 E 1030 RD  
WEATHERFORD OK 73096-7504

AGENT: D3498-P 1-SPE  
DOUG POND  
114 N CUSTER ST  
WEATHERFORD OK 73096-4928

FOR CUSTOMER SERVICE:  
580-774-2321

## DESCRIPTION OF INSURED PROPERTY

RATED	VEH DR DESCRIPTION	ID NUMBER	TYPE
1 2	2015 CHE SUBURBAN 1500	1GNSKJKC6FR704991	AUTO
2 0	1995 GMC K2500 SIERRA	1GTGK24K5SZ546128	PICKUP
3 0	2011 CHE TAHOE 4D LT E	1GNSKBE03BR292840	AUTO
4 1	2007 JEE WRANGLER 4D 4	1J4GA69197L170452	AUTO

## RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY

INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERETO.

VEHICLE	15 CHE SUBURBAN 1	95 GMC K2500 SIER	11 CHE TAHOE 4D L	07 JEE WRANGLER 4
BODILY INJURY LIABILITY	\$147.00	\$136.00	\$140.00	\$152.00
LIMIT PER PERSON/OCCURRENCE	250,000/500,000	250,000/500,000	250,000/500,000	250,000/500,000
PROPERTY DAMAGE LIABILITY	\$89.00	\$65.00	\$81.00	\$90.00
LIMIT PER OCCURRENCE	100,000	100,000	100,000	100,000
UNINSURED MOTORIST-POLICY PREM	\$90.00	INCLUDED	INCLUDED	INCLUDED
POL LIMIT PER PERSON/ACCIDENT	25,000/50,000			
COMPREHENSIVE	\$204.00	NO COVERAGE	\$152.00	\$159.00
DEDUCTIBLE	1,000		1,000	1,000
ADDED COVERAGE ENDORSEMENT	NO	NO	NO	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000	NO	2,000	2,000
COLLISION	\$155.00	NO COVERAGE	\$112.00	\$55.00
DEDUCTIBLE	1,000		1,000	1,000
ADDED COVERAGE ENDORSEMENT	NO	NO	NO	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000	NO	2,000	2,000
ROADSIDE ASST/WINDSHIELD REPAIR	\$6.00	NO COVERAGE	\$6.00	\$6.00
REIMBURSEMENT OF RENTAL EXPENSE	INCLUDED		INCLUDED	INCLUDED
LIMIT PER DAY/AGGREGATE	25/750		25/750	25/750
TOTAL	\$691.00	\$201.00	\$491.00	\$462.00

IMPORTANT NOTICE: THIS POLICY REDUCES THE APPLICABLE LIMITS FOR BODILY INJURY LIABILITY, PROPERTY DAMAGE LIABILITY, UNINSURED MOTORIST COVERAGES SHOWN ON THIS DECLARATIONS PAGE TO THE LEGALLY REQUIRED MINIMUM FINANCIAL RESPONSIBILITY LIMITS IN THE STATE WHEN AN INSURED VEHICLE IS OPERATED BY ANYONE OTHER THAN YOU OR A RELATIVE.

VEHICLES	ENDORSEMENTS	TAX/FEE	TOTAL PREMIUM	DOUG POND
TOTAL PREMIUMS	\$1,845.00	\$25.00	\$0.00	\$1,870.00
DATE PRINTED	08/07/15			
	29D-07-03			
SEE DECLARATION SECTION II FOR ADDITIONAL INFORMATION SEE REVERSE SIDE FOR IMPORTANT INFORMATION				

SM-484 (1-06)

THIS IS NOT A BILL

35-A-292-00M-9

WRIGHT, TODD B &amp; STACEY E

08-25-15

## DECLARATIONS, SECTION II PAGE 1

## POLICY TERM:

08-25-15 TO 02-25-16\*

\*The policy term shown begins and ends at 12:01 a.m. Standard Time

## VEH. DR. # RATING INFORMATION

1 2 DRIVER IS 33 YEARS OLD, MILEAGE IS LESS THAN 7,500, PLEASURE USE  
 2 0 PICKUP  
 3 0 AUTOMOBILE  
 4 1 DRIVER IS 36 YEARS OLD, MILEAGE IS LESS THAN 7,500, PLEASURE USE

## VEH. DR. # OPERATOR INFORMATION

## AD&amp;D INC-LOSS ACCDT/CONV/INEXP

4 1 PRINCIPAL M MAR WRIGHT TODD  
 1 2 PRINCIPAL F MAR WRIGHT STACEY E

N N 0 0 0  
 N N 0 0 0

## VEH. POLICY DISCOUNTS

1 COMP CLM FREE; THREE LINE; MULTI-CAR;  
 2 THREE LINE;  
 3 COMP CLM FREE; THREE LINE;  
 4 COMP CLM FREE; THREE LINE; MULTI-CAR;

## VEH. THIS POLICY IS SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS

1 #SA1222 03-05 \$25 GAP - AUTO  
 1,2,3,4 SA1668 05-13 OKLAHOMA AUTO AMENDATORY  
 1,3,4 SA2476 11-12 CUSTOMIZED EQUIPMENT  
 1,2,3,4 SA4050K 10-00 OKLAHOMA AUTOMOBILE POLICY

## LOSS PAYEE(S)/ADDITIONAL INTEREST(S)

VEHICLE: 3  
 ALLY  
 PO BOX 674  
 MINNEAPOLIS MN 55440-0674  
 LOSS PAYEE

VEHICLE: 4  
 CHASE AUTO FINANCE  
 4070 WILLOW LAKE BLVD  
 MEMPHIS TN 38118-7045  
 LOSS PAYEE

VEHICLE: 1  
 US BANK NA  
 PO BOX 3427  
 OSHKOSH WI 54903-3427  
 LOSS PAYEE

## IMPORTANT POLICY INFORMATION



**IMPORTANT INFORMATION ON HOW TO REPORT A CLAIM  
BUCKLE UP AND DRIVE DEFENSIVELY**

One in five drivers will have an accident this year. We hope it is not you. However, if it happens, remember to get the following information from the other driver:

1. Vehicle Owner's Name, Address, and Telephone Numbers
2. Make and Model of Vehicle
3. Car License Plate Number
4. Driver's Name (if other than owner), Address, and Telephone Numbers
5. Driver's License Number
6. Insurance Company Name and Policy Number
7. Owner's and Driver's Place of Employment
8. Promptly File State Safety Responsibility Forms

**REMEMBER TO REPORT YOUR CLAIM TO ANPAC® IMMEDIATELY (TOLL FREE) 1-800-333-2860**

EXHIBIT 2

Please Read Instructions on Reverse Side		DEPARTMENT OF PUBLIC SAFETY <b>OKLAHOMA MOTOR VEHICLE COLLISION REPORT</b> PO Box 11415      Driver Compliance Division      3600 N. M L King Ave Oklahoma City OK 73136-0415      Oklahoma City, OK 73111				Submit Report if Settlement Has Not Been Made											
Collision Date <u>9-25-15</u>		Time <u>1822</u>		No. of Vehicles Involved		City <u>H. Dr</u>		County <u>Caddo</u>									
Collision Location (Street Name or Highway Number, Nearest Intersection)																	
VEHICLE NO. 1 (Your Vehicle)		Driver Name				Owner Name <input type="checkbox"/> Same As Driver											
		Date of Birth		DL No.		DL State		Date of Birth		DL No.		DL State					
		Street				Street											
		City		State		Zip		City		State		Zip					
		Vehicle Year		Vehicle Make		Vehicle Model		Vehicle Tag No.		Tag State		Tag Year					
Damage Estimate   Total Injury Amount:		YOU WILL BE CONSIDERED UNINSURED AND SUBJECT TO SUSPENSION OF YOUR DRIVER LICENSE IF THE FOLLOWING SECTION IS INCOMPLETE:															
		Insurance Company				Insurance Agent Name				Phone							
		Policy Number:				Address											
		Policy Period		From		To		City		State		Zip					
IMPORTANT: ATTACH ITEMIZED DOCTOR/HOSPITAL/PHARMACY BILLS (ATTACH ADDITIONAL FORMS IF NECESSARY)																	
Name		Address		Age		Sex		Driver		Passenger		Pedestrian		Injured		Killed	
Injuries and/or Death																	
VEHICLE NO. 2  Other Driver/Owner  Date of Birth must be included  before action can be taken under the Financial Responsibility Law		Driver Name				Owner Name <input type="checkbox"/> Same As Driver											
		Date of Birth		DL Number		DL State		Date of Birth		DL Number		DL State					
		Street				Street											
		City		State		Zip Code		City		State		Zip Code					
		Vehicle Make		Vehicle Year		Vehicle Type		Vehicle Tag No.		Tag State		Tag Year					
VEHICLE NO. 3  Other Driver/Owner  Date of Birth must be included  before action can be taken under the Financial Responsibility Law		INSURANCE INFORMATION OF OTHER DRIVER:										INSURANCE DENIAL ATTACHED? <input type="checkbox"/> YES <input type="checkbox"/> NO					
		Insurance Company				Insurance Agent Name				Phone							
		Policy Number:				Address											
		Policy Period		From		To		City		State		Zip					
VEHICLE NO. 3  Other Driver/Owner  Date of Birth must be included  before action can be taken under the Financial Responsibility Law		Driver Name				Owner Name <input type="checkbox"/> Same As Driver											
		Date of Birth		DL Number		DL State		Date of Birth		DL Number		DL State					
		Street				Street											
		City		State		Zip Code		City		State		Zip Code					
		Vehicle Make		Vehicle Year		Vehicle Type		Vehicle Tag No.		Tag State		License Year					
VEHICLE NO. 3  Other Driver/Owner  Date of Birth must be included  before action can be taken under the Financial Responsibility Law		INSURANCE INFORMATION OF OTHER DRIVER:										INSURANCE DENIAL ATTACHED? <input type="checkbox"/> YES <input type="checkbox"/> NO					
		Insurance Company				Insurance Agent Name				Phone							
		Policy Number:				Address											
		Policy Period		From		To		City		State		Zip					
Describe what you think caused the collision. Please refer to vehicles by number:																	
I STATE THAT THE INFORMATION ON THIS REPORT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE										I AM: <input type="checkbox"/> Driver <input type="checkbox"/> Owner <input type="checkbox"/> Attorney/Corp/Agency Officer <input type="checkbox"/> Insurance Agent							
										Signature				Phone		Date	



P.O. Box 11415  
Oklahoma City OK 73136-0415

DEPARTMENT OF PUBLIC SAFETY

# OKLAHOMA MOTOR VEHICLE COLLISION REPORT

Driver Compliance Division  
405.425.2098



3600 N. M L King Ave  
Oklahoma City OK 73111

CASE # 2015035

INSURANCE INFORMATION EXCHANGE							
Police Officer <i>Thompson Sam</i>		DATE <i>9-25-15</i>		Use this form to exchange your information with the other party at the scene of the collision.			
Driver Name <i>Zachary Wilson</i>							
Driver License No. <i>F0801 828 644</i>		Date of Birth		Insurance Company <i>American Mercury Ins</i>		Phone <i>580-765-4411</i>	
Address		Phone <i>580-352-4234</i>		Agent Name			
City State Zip				Address			
Vehicle Owner: <input type="checkbox"/> same as driver				City State Zip			
Address		Phone		Policy No. <i>BA 35000 000/525</i>			
City State Zip				Policy Effective Date		Policy Expiration Date	
Driver License No.		Date of Birth		Vehicle Make		Model	
				Year		Tag No./State	

\*\*The official Oklahoma Traffic Collision Report, the police investigative report, can be obtained by calling Records Management at 405.425.2262\*\*

## INSTRUCTIONS

### WHILE AT THE SCENE OF THE COLLISION

1. Print your name and insurance information legibly in the form above.
2. Give your information to the other driver *and* then you receive their information.
3. Contact their insurance agent and your insurance agent to report the collision and to file the proper claim forms.

**If the insurance information provided above is denied or non-existent or you did not have the opportunity to obtain the above information, you will need to complete the reverse side of this form and submit within one year from the date of the collision.**

4. Using this form which contains the other party's information (if investigated by law enforcement personnel), complete all blanks; *incomplete reports will be returned*. Date of birth must be included for adverse driver and/or owner; your insurance information must also be included.
5. Report must be dated and signed.
6. Attach the following appropriate documents as evidence of personal injury or property damage.
  - (a) PERSONAL INJURY - Copies of itemized doctor, hospital, and/or pharmacy bills incurred as a result of the collision.
  - (b) VEHICLE DAMAGE - An itemized estimate of repair or total loss statement for damages caused by the collision, dated and signed by an authorized representative of a garage or body shop. Do not send any other supporting evidence such as pictures, copies of checks, or other type of documents or diskettes.
  - (c) PROPERTY DAMAGE, OTHER THAN MOTOR VEHICLE - An itemized estimate or statement of repair due to the collision separately listing the cost of materials and the cost of labor dated and signed by a qualified professional or your receipts.
  - (d) Insurance denial from other party's company if a claim was filed.
7. Upon completion, mail the report to the Department of Public Safety at the above address.

Pg 1 of 4

DO NOT WRITE IN THIS SPACE

## OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

## Incident Report

Investigation Completed

Investigation Made at Scene

Photographs

Y N

☒

Revised

Fatality

Hit and Run

Y N

☒☒☒

(1) Reporting Agency HYDRO POLICE DEPARTMENT		Case Number (Agency Use) 2015035		Motor Vehicles Involved 02		Number Injured 01		Number Killed 00	
(2) Date of Collision (mm/dd/yyyy) 09252015		Time 1822		County Number and Name 08 CADD		Nearest City or Town Number and Name In Near 60 HYDRO			
(3) Distance from Nearest City or Town Limits Mi. N S FL		Control #		Int ID		Location		East Grid North Grid Administrative	
(4) Street, Road or Highway SH58		Distance from 0091		Mi. N S FL		(Nearest) Intersecting Street, Road or Highway SH66			
(5) Unit 01		Occupants Type 01 D		Last Name WRIGHT		First STACEY		Middle ELAINE	
		Ht & Run C/W		Date of Birth (mm/dd/yyyy) 04301982		Sex F			
(6) Address 24352 E 1030 RD		City WEATHERFORD		State OK		Zip 73096		Telephone (Use Area Code) 5803021849	
(7) Driver License Number D080826870		State OK		Class D		Endorsement(s) 1		Inf. Sev. 2	
		Type of Injury 3		Drv./Ped. Cond. 01		OP Use 04			
(8) Ejected Exicated Test (% BAC) Transported by Air Bag 1 1 1 5 0		To Medical Facility		License Plate Number 280LSJ		State OK		Month 08	
		Year 2016							
(9) VIN 1GNSKJKC6FR704991		Vehicle Year 2015		Color RED		2nd Color 0		Make CHEV	
		Model SUBU		Veh. Conf. 20		Extent of Damage 4			
(10) Insurance Company Name 2 AMERICAN NAT'L PROP. & CAS. IN		Policy Number 35A29200M9		Insurance Telephone (Use Area Code) 5807742321					
(11) Vehicle Removed by HYDRO AUTO SALVAGE & WRECKER S		Owner's Last Name Same as Driver		First Middle Suffix					
(12) Owner's Address		City State Zip		Towed Veh. Type Oversized Load 0 00		Rolled Burned		Phone present Phone in use	
(13) Citation Number		Statute/Ordinance Number		Citation Number		Statute/Ordinance Number			
(14) Unit 02		Occupants Type 01 D		Last Name WILSON		First ZACHARY		Middle ALLEN	
		Ht & Run C/W		Date of Birth (mm/dd/yyyy) 01051986		Sex M			
(15) Address 1927 SOUTH 15TH STREET		City CHICKASHA		State OK		Zip 73018		Telephone (Use Area Code) 5803524234	
(16) Driver License Number F080828644		State OK		Class D		Endorsement(s) 1		Inf. Sev. 1	
		Type of Injury 0		Drv./Ped. Cond. 01		OP Use 01			
(17) Ejected Exicated Test (% BAC) Transported by Air Bag 1 1 1 5 0		To Medical Facility		License Plate Number 76SLTH		State OK		Month 09	
		Year 2015							
(18) VIN 3C63DRBL5CG268238		Vehicle Year 2012		Color BLK		2nd Color 0		Make DODG	
		Model RAM		Veh. Conf. 04		Extent of Damage 4			
(19) Insurance Company Name 1 AMERICAN MERCURY INSURANCE		Policy Number BA350000001525		Insurance Telephone (Use Area Code) 5807654441					
(20) Vehicle Removed by HYDRO AUTO SALVAGE & WRECKER S		Owner's Last Name Same as Driver		First Middle Suffix					
(21) Owner's Address		City State Zip		Towed Veh. Type Oversized Load 0 00		Rolled Burned		Phone present Phone in use	
(22) Investigating Officer OFFICER THOMPSON		Badge Number 102		Trp/Div. Assigned		Trp/Div. Location		Reviewer (Init.)	
								Reviewer Badge Number	
								Date of Report (mm/dd/yyyy) 09262015	

Driver's License Conditions		Occupant Protection (OP) in Use	
00 Not Applicable	05 Under the Influence of	00 Not Applicable	05 Child Restraint Type Unknown
01 Apparent Normal	06 Intoxicated	01 None Used	06 Restraint Used - Type Unknown
02 Drinking - Ability Impaired	07 Medications	02 Lap Belt Only	07 Harness
03 Odor of Alcohol Beverage	08 Very Tired	03 Shoulder Belt Only	08 Child Restraint - Forward Facing
04 Illegal Drugs	09 Seizure	04 Shoulder and Lap Belt	09 Child Restraint - Rear Facing
Driver's License Verification		Towed Vehicle Type	
0 N/A	0 N/A	0 N/A	0 N/A
1 Test Failed	1 N/A	1 N/A	1 N/A
2 None Given	2 N/A	2 N/A	2 N/A
3 Blood Sample	3 N/A	3 N/A	3 N/A
4 Blood Sample	4 N/A	4 N/A	4 N/A

OKLAHOMA - STATE LAW

Use of contents for commercial solicitation is unlawful

Case Number 2015035

Pg 2 of 4

(24) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(25) Address	City		State		Zip		Telephone (Use Area Code)		
(26) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(27) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(28) Address	City		State		Zip		Telephone (Use Area Code)		
(29) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(30) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(31) Address	City		State		Zip		Telephone (Use Area Code)		
(32) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(33) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(34) Address	City		State		Zip		Telephone (Use Area Code)		
(35) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	

Complete information below in this vehicle is being used for **COMMERCE/BUSINESS** and has a **GVWR/GCWR IN EXCESS OF 10,000 LBS.** or has a **HAZMAT PLACARD** or is a **BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER**

(36) Unit	Carrier Name	Address	
(37) City	State	Zip	
(38) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class
	OK		
(39) Unit	Carrier Name	Address	
(40) City	State	Zip	
(41) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class
	OK		

<b>Position in Vehicle</b> <p>00. Not Applicable          18. Front Row - Other          28. Second Row - Other          38. Third Row - Other          48. Fourth Row - Other          50. Sleeper Section of Truck Cab          See manual for additional seating examples</p>	<b>Vehicle Configuration</b> 00. N/A 01. Passenger Veh.-2 Dr 02. Passenger Veh.-4 Dr 03. Passenger Veh. Conv. 04. Pickup 05. Single Unit Truck, 2 axles 06. Single Unit Truck, 3+ axles 07. School Bus 08. Truck/Trailer 09. Truck-Tractor (Bobtail) 10. Truck-Tractor/ Semi-Trailer 11. Truck-Tractor/ Double 12. Truck-Tractor/ Triple 13. Bus/Large Van 9-15 occupants including driver 14. Bus 16+ occupants including driver 15. Motorcycle 16. Motor Scooter/ Moped 17. Motor Home 18. Farm Machinery 19. ATV 20. SUV 21. Passenger Van 22. Truck more than 10,000 lbs., Cernot Classify 23. Van 10,000 lbs. or Less 24. Other 99. Unknown	<b>Cargo Body Type</b> 00. N/A 01. Bus 9-15 seats 02. Bus 16+ seats 03. Van / Enclosed Box / Stock Trailer 04. Cargo Tank 05. Flatbed 06. Intermodal 07. Dump Truck/ Trailer 08. Concrete Mixer 09. Auto Transporter 10. Garbage/Refuse 11. Hopper/Grain chutes/gravel 12. Pole Trailer 13. Log Trailer 14. Vehicle Towing Vehicle 15. Other 99. Unknown
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Case Number 2015035

## OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT Pg 3 of 4

Unit		Total Lanes in Roadway	Legal Speed	Pedestrian / Pedalcyclist Only		Location at Time of Collision		Safety Equip.	Unit Number of Vehicle Striking	Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section)	
This unit will correspond to "Unit 1"	01	02	55							Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
This unit will correspond to "Unit 2"	02	02	55								
Type of Work Zone		Location of the Work Zone Collision									
1 Lane Closure		1 Before the First Work Zone Warning Sign									
2 Lane Shift/Crossover		2 Advance Warning Area									
3 Work on Shoulder or Median		3 Transition Area									
4 Intermittent or Moving Work		4 Activity Area									
9 Unknown		5 Termination Area									
		8 Unknown									
Workers Present		Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>									
Trafficway		Unit 1 Unit 2		Unsafe / Unlawful Contributing Factors		Unit 1 Unit 2					
2		2		98		71					
0 Not Applicable		01		01		01					
1 One Way		01		01		01					
2 Two-Way - Not Divided		01		01		01					
3 Two-Way - Divided		01		01		01					
4 Two-Way - Divided - Positive Median Barrier		01		01		01					
5 Turn Lane		01		01		01					
6 Ramp / Loop		01		01		01					
7 Driveway		01		01		01					
8 Alley / Parking Lot		01		01		01					
9 Unknown		01		01		01					
Vehicle Removal		Unit 1 Unit 2		Unit 1 Unit 2		Unit 1 Unit 2					
1		1		1		1					
0 Not Applicable		01		01		01					
1 Towed Due to Vehicle Damage		01		01		01					
2 Towed For Reasons Other Than Damage		01		01		01					
3 Remained at Scene		01		01		01					
4 Driven from Scene		01		01		01					
9 Unknown		01		01		01					
Vehicle Condition		Unit 1 Unit 2		Unit 1 Unit 2		Unit 1 Unit 2					
01		01		01		01					
00 Not Applicable		01		01		01					
01 Apparently Normal		01		01		01					
02 Brakes		01		01		01					
03 Headlights		01		01		01					
04 Steering		01		01		01					
05 Tail Lights		01		01		01					
06 Brake Lights		01		01		01					
07 Tires/Wheels		01		01		01					
08 Suspension		01		01		01					
09 Signal lights		01		01		01					
10 Windows		01		01		01					
11 Truck Coupling/Trailer Hitch/Safety Chains		01		01		01					
12 Mirrors		01		01		01					
13 Wipers		01		01		01					
14 Power Train		01		01		01					
Special Function of Vehicle		Unit 1 Unit 2		Unit 1 Unit 2		Unit 1 Unit 2					
00		00		00		00					
00 Not Applicable		01		01		01					
01 School Bus		01		01		01					
02 Transit Bus		01		01		01					
03 Intercity Bus		01		01		01					
04 Charter Bus		01		01		01					
05 Other Bus		01		01		01					
06 Military		01		01		01					
07 OHP		01		01		01					
08 Other Police		01		01		01					
09 Other Law Enforcement		01		01		01					
10 Ambulance		01		01		01					
11 Fire Truck		01		01		01					
12 Public Owned Vehicle		01		01		01					
13 Highway Equipment		01		01		01					
14 Special Mobilized Machine		01		01		01					
15 Other		01		01		01					
Emergency Vehicle Responding to an Emergency		Unit 1 Unit 2		Unit 1 Unit 2		Unit 1 Unit 2					
0 N/A		2 No		2 No		2 No					
1 Yes		9 Unknown		9 Unknown		9 Unknown					
Point of First Contact on Vehicle		Unit 1 Unit 2		Unit 1 Unit 2		Unit 1 Unit 2					
07		01		01		01					
Most Damaged Area		Unit 1 Unit 2		Unit 1 Unit 2		Unit 1 Unit 2					
07		01		01		01					
00 Not Applicable		14 Undercarriage		14 Undercarriage		14 Undercarriage					
13 Top		99 Unknown		99 Unknown		99 Unknown					

Case Number 2015035

Latitude				
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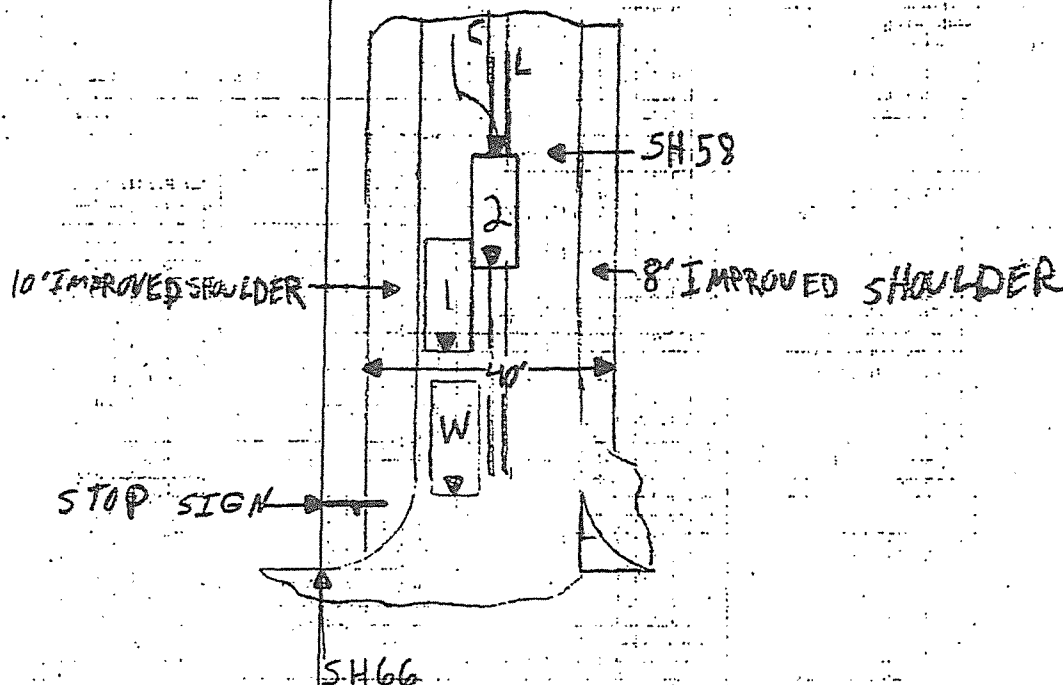
Longitude	N							
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Railroad Crossing Number

Roadway Orientation

Pg 4 of 4

Unit Number	01	NE	SW	S	Unit Number	02	NE	SW	S
-------------	----	----	----	---	-------------	----	----	----	---



## COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	34	00	00	00	34	34
Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	
02	34	00	00	00	00	

- 00: Not Applicable  
 10: Overturn/Rollover  
 11: Fire/Explosion  
 12: Immersion  
 13: Jackknife  
 14: Cargo/Equipment Loss or Shift  
 15: Equipment Failure (Blown Tire, Brake Failure, etc.)  
 16: Separation of Units  
 17: Departed Road Right  
 18: Departed Road Left  
 19: Cross Median/Centerline  
 20: Downhill Runaway

- 21: Fell/Jumped From Motor Vehicle  
 22: Thrown Of Falling Object  
 23: Other Non-Collision  
**PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:**  
 30: Pedestrian  
 31: Pedal Cycle  
 32: Railway Vehicle (train, engine)  
 33: Animal  
 34: Motor Vehicle in Transport  
 35: Parked Motor Vehicle  
 36: Struck by/Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle

- 37: Work Zone/Maintenance Equipment  
 38: Other Non-Fixed Object  
**FIXED OBJECT:**  
 40: Barrier (Cable)  
 41: Barrier (Concrete)  
 42: Barrier (Other)  
 43: Fence Pole  
 44: Fence  
 45: Traffic Signal Support  
 46: Traffic Sign Support  
 47: Utility Pole/Light Support  
 48: Other Post/Pole/Support  
 49: Guardrail/Guardrail Face  
 50: Guardrail End  
 51: Culvert  
 52: Curb  
 53: Island  
 54: Sand Barrels  
 55: Impact Attenuator/ Crash Cushion

- 56: Pavement Drop-Off  
 57: Ditch  
 58: Embankment  
 59: Tree (Standing)  
 60: Dividing Strip  
 61: Retaining Wall  
 62: Bridge Abutment  
 63: Bridge Pier or Support  
 64: Bridge Rail  
 65: Bridge Post  
 66: Bridge Curb  
 67: Bridge Super Structure (Beams)  
 68: Bridge Overhead Structure  
 69: Delineator  
 70: Mailbox  
 71: Other Fixed Object  
 72: Other Highway Structure  
 73: Ground  
 99: Unknown

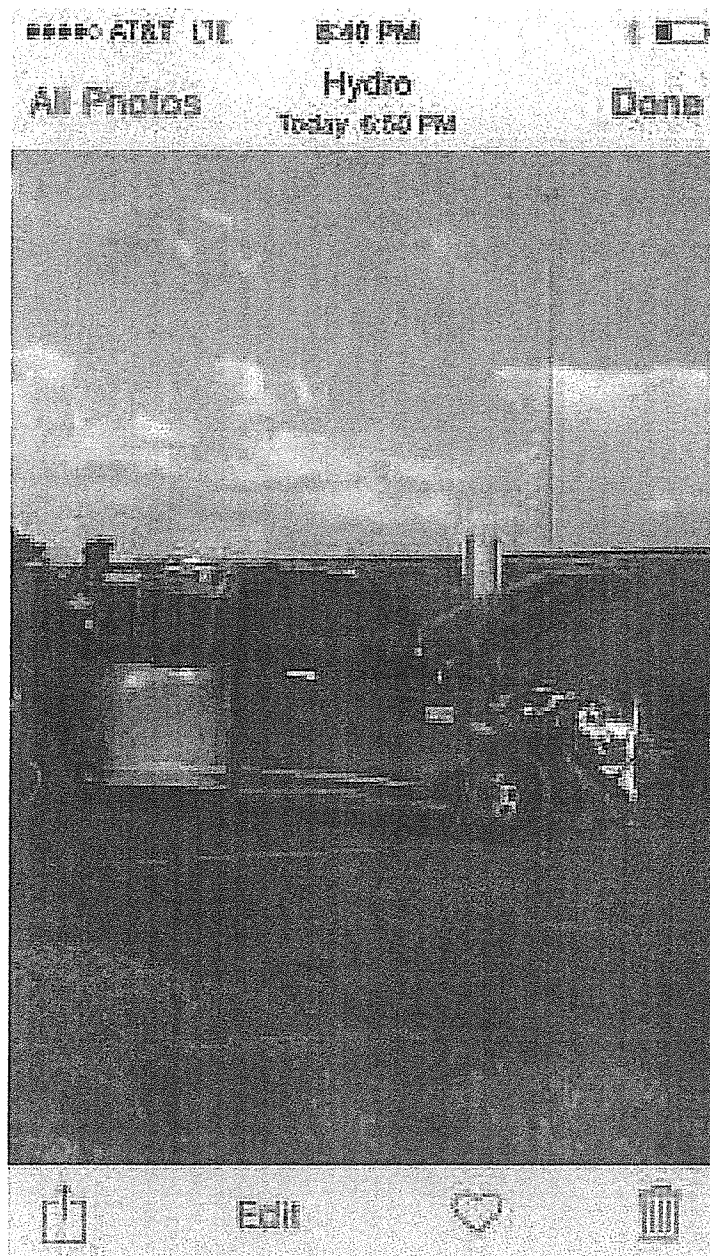
## Remarks

UNIT 1 WAS STOPPED BEHIND ANOTHER VEHICLE (BOTH FACING SOUTH) AT A STOP SIGN AT SH58 AND SH66 (INTERSECTION). UNIT 2 WAS TRAVELING SOUTH ON SH58. THE DRIVER OF UNIT 2 STATED HE DROPPED HIS PHONE INSIDE HIS VEHICLE. THE DRIVER OF UNIT 2 ATTEMPTED TO GET HIS DROPPED PHONE. UNIT 2 SWERVED INTO THE NORTHBOUND LANE. UNIT 2 THEN SWERVED TO THE SOUTHBOUND LANE. UNIT 2'S FRONT SIDE AREA MADE CONTACT WITH UNIT 1'S REAR DRIVER'S SIDE, CAUSING A COLLISION. THE AOI WAS 91 FEET NORTH OF THE NORTH EDGE OF U.S. ROUTE 66, 18 FEET EAST OF THE WEST EDGE OF HWY 58.

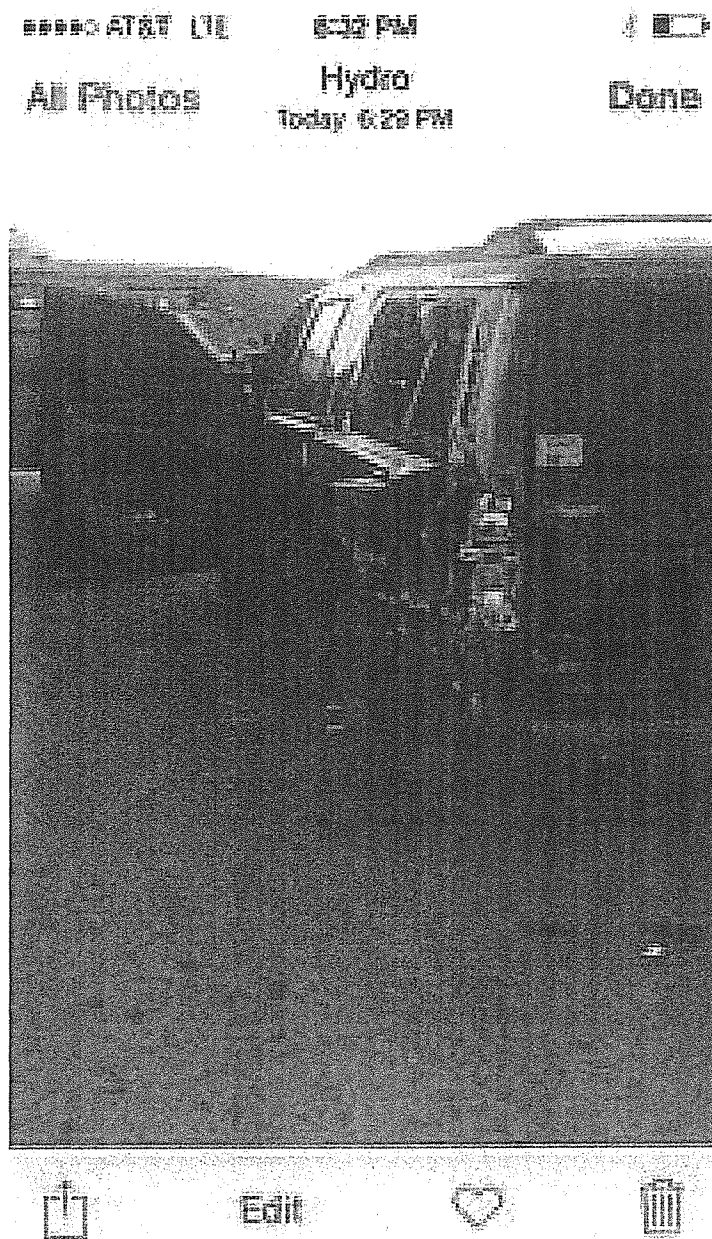


EXHIBIT 3











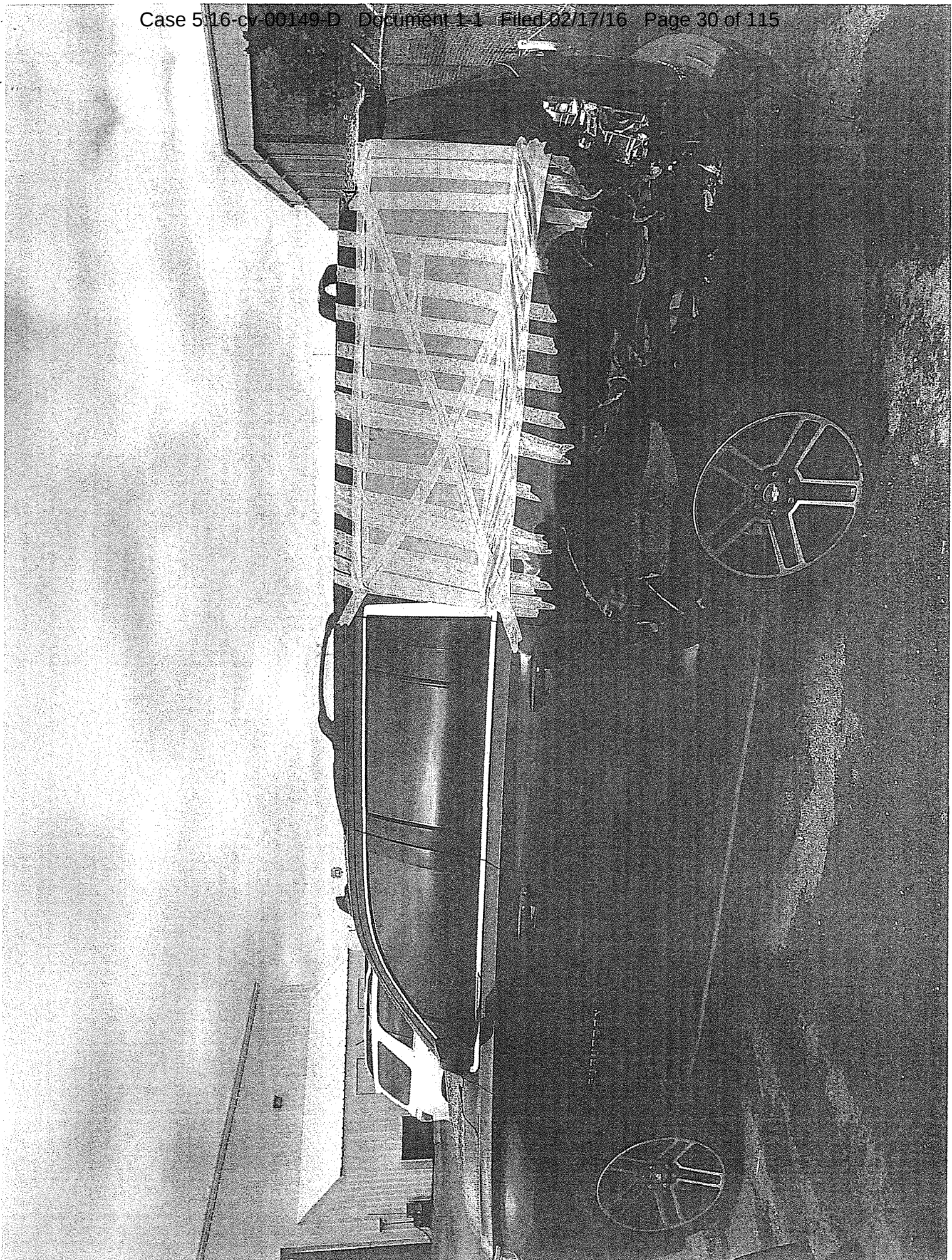


EXHIBIT 4

From: Katie Collins <KCollins@mercuryinsurance.com>  
Date: September 28, 2015 at 2:19:38 PM CDT  
To: Stacey Wright <sassiesisters@hotmail.com>  
Subject: RE: OKBA-000009000

Please disregard the email I sent you earlier. I spoke with my insured and I am ready to make a liability decision, all I need is your statement. Please call me when you get a chance (800) - 503-3724 ext. 44533.

Thanks again,

Katie Collins  
Claims Specialists

8240 N. Mopac #110  
Austin, TX 78759  
800-503-3724 EXT. 44533 877-397-0709 FAX  
kcollins@mercuryinsurance.com

-----Original Message-----

From: Stacey Wright [mailto:sassiesisters@hotmail.com]  
Sent: Saturday, September 26, 2015 12:26 PM  
To: Katie Collins  
Subject: OKBA-0000090

This is Stacey Wright. I was in the car wreck last night. I am heading to get a vehicle from our local dealership- the only dealership in our town - Cummins, Weatherford, OK

I don't know the process I have never been in a wreck. How do we complete the paperwork for a car rental?

I have 3 active kids and I have already had 2 soccer games this morning so I definitely need a vehicle quickly.

Thank You  
Stacey Wright  
580-302-1849



Sent from my iPhone

This e-mail message, including any attachments, is for the sole use of the intended recipient, and may contain material that is privileged or confidential and legally protected from disclosure. If you are not the intended recipient or have received this message in error, you are not authorized to copy, distribute, or otherwise use this message or its attachments. Please notify the sender immediately by return e-mail and permanently delete this message and any attachments.

EXHIBIT 5

Date: 10/ 1/2015 03:42 PM  
 Estimate ID: OKBA-0000090000201  
 Estimate Version: 0  
 Committed  
 Profile ID: \* OKC

Estimate days to repair:  
 Driveable Y/N:

\*\*\* IF THIS ESTIMATE IS FOR A CLAIMANT VEHICLE - COLLECT ALL FROM CLMT  
 OWNER \*\*\*

\*\*\*\*\*  
 NO SUPPLEMENTS WILL BE HONORED WITHOUT PRIOR INSPECTION OR APPROVAL  
 \*\*\*\*\*

Mercury Insurance would like to thank you for allowing us to work  
 together to estimate the damage to the vehicle mentioned below.  
 In order to expedite repairs for any additional damage found, please  
 call the SUPPLEMENT HOT LINE at (405) 621-6803.

\*\*Prior approval is required for all Supplemental Damage\*\*

### American Mercury Insurance Group

8240 N. Mopac, Ste 110, Austin, TX 78759  
 (405) 226-0902  
 Fax: (877) 397-8078

Damage Assessed By: BRANDON STONE  
 Classification: Field

Adjustor: Katie Collins

Brandon Stone  
 cell# 405.226.0902  
 fax# 877.397.8078  
 BStone@mercuryinsurance.com

Type of Loss: Property Damage

Condition Code: Good  
 Date of Loss: 9/25/2015  
 Contact Date: 10/ 1/2015  
 Deductible: NONE  
 Claim Number: OKBA-0000090000201

Insured: ZACHARY WILSON WELDING  
 Owner: TODD WRIGHT

Mitchell Service: 911675

Description: 2015 Chevrolet Suburban LT  
 Body Style: 4D Ut  
 VIN: 1GNSKJKC6FR704991  
 Mileage: 4,667  
 OEM/ALT: A  
 Color: Maroon

Vehicle Production Date: 5/15  
 Drive Train: 5.3L Inj 8 Cyl 4WD  
 License: 280LSJ OK  
 Search Code: OKOK

ESTIMATE RECALL NUMBER: 10/01/2015 15:42:39 OKBA-0000090000201

Mitchell Data Version: OEM: JUL\_15\_V  
 MAPP: JUL\_15\_V0906

Software Version:

7.1.179

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 All Rights Reserved

Date: 10/ 1/2015 03:42 PM  
 Estimate ID: OKBA-0000090000201  
 Estimate Version: 0  
 Committed  
 Profile ID: \* OKC

Options: PASSENGER AIRBAG, HEATED SEAT, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW  
 POWER STEERING, REAR WINDOW DEFOGGER, AIR CONDITIONING, CRUISE CONTROL  
 TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR  
 REAR (DUAL-ZONE) AC, LEATHER SEAT, POWER PASSENGER SEAT  
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, LUGGAGE RACK, PREMIUM SOUND SYSTEM  
 REAR ENTERTAINMENT SYSTEM, ANTI-LOCK BRAKE SYS., TRACTION CONTROL  
 RUNNING BOARDS, FOG LIGHTS, ALUM/ALLOY WHEELS, REARVIEW CAMERA, REMOTE IGNITION  
 POWER LIFTGATE/TRUNK, ADJUSTABLE FOOT PEDALS, TIRE INFLATION/PRESSURE MONITOR  
 MEMORY SEAT, ANTI-THEFT SYSTEM, NAVIGATION SYSTEM, AUXILIARY INPUT, HD RADIO  
 LEATHER STEERING WHEEL, SATELLITE RADIO, CD PLAYER, TOW HITCH RECEIVER  
 POWER ADJUSTABLE EXTERIOR MIRROR, 4WD OR AWD, SUNROOF/MOONROOF  
 AUTO AIR CONDITION, FIRST ROW BUCKET SEAT, SECOND ROW BUCKET SEAT  
 TELEMATIC SYSTEMS, UNIVERSAL GARAGE DOOR OPENER, THIRD ROW SEAT  
 REAR HEATING, VENTILATION & AIR CONDITIONING, 4 WHEEL DRIVE, SIDE AIRBAGS  
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION  
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER  
 DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT  
 ELECTRONIC PARKING AID, ELECTRONIC STABILITY CONTROL, FRONT HEATED SEATS  
 FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM  
 LIMITED SLIP DIFFERENTIAL, RAIN SENSING WIPERS, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	900500	BDY *	ADD'L LABOR OP	EPC	** QUAL REPL PART	3.00 *	0.0*
2	900500	BDY *	ADD'L LABOR OP	FLEX ADDITIVE	** QUAL REPL PART	6.00 *	0.0*
3	900500	BDY *	ADD'L LABOR OP	CAR COVER	** QUAL REPL PART	10.00 *	0.0*
4	900500	BDY *	ADD'L LABOR OP	CORROSION PROTECTION	** QUAL REPL PART	7.50 *	0.0*
5	900500	BDY *	ADD'L LABOR OP	Towing	Sublet	121.90 *	0.0*
<b>MANUAL ENTRIES</b>							
6	900500	MCH *	ADD'L LABOR OP	FOUR WHEEL ALIGNMENT	Sublet	74.95 *	0.0*
7	900500	BDY *	ADD'L LABOR OP	MOUNT & BALANCE INCLUDES STEM & WEIGHTS	Sublet	18.50 *	0.0*
8	900500	BDY *	ADD'L LABOR OP	TIRE DISPOSAL	Sublet	2.00 *	0.0*
<b>Front Door</b>							
9	100669	REF	BLEND	L Frt Door Outside			C 1.1
10	100562	BDY	REMOVE/INSTALL	L Frt Rear View Mirror			INC #
11	100565	BDY	REMOVE/INSTALL	L Frt Otr Belt Moulding			0.9 #
12	100142	BDY	REMOVE/REPLACE	L Frt Door Adhesive Nameplate	15825694 GM PART	49.00	0.2
13	101934	BDY	REMOVE/INSTALL	L Frt Door Trim Panel			INC
14	100104	BDY	REMOVE/INSTALL	L Frt Otr Door Handle			0.3
15	100081	BDY	REMOVE/INSTALL	L Frt Door Weatherstrip	Existing		0.4 r
16	101893	GLS	REMOVE/INSTALL	L Frt Door Glass Weatherstrip	Existing		0.2*
17	100083	BDY	REMOVE/INSTALL	L Frt Door Weatherstrip	Existing		0.2 r
18	100085	BDY	REMOVE/INSTALL	L Frt Lwr Door Seal	Existing		0.2 r
<b>Rear Door</b>							
19	100200	BDY	REMOVE/REPLACE	L Rear Door Shell	22957424 GM PART	881.51	4.9
20		REF	REFINISH	L Rear Door Outside			C 2.6
21		REF	REFINISH	L Rear Add For Jambs & Interior			C 1.0
22		MCH	REMOVE/REPLACE	L Rear Add To R&I/R&R Side Air Bag Senso			0.3
23	101187	BDY	REMOVE/INSTALL	L Rear Door Front Applique			INC #
24		BDY	REMOVE/INSTALL	L Rear Otr Belt Moulding			INC
25	101182	BDY	REMOVE/INSTALL	L Rear Door Rear Applique			INC #
26	101185	BDY	REMOVE/INSTALL	L Rear Upr Door Moulding			INC #
27	101932	BDY	REMOVE/INSTALL	L Rear Door Trim Panel			INC
28	101441	BDY	REMOVE/INSTALL	L Rear Otr Door Handle			INC #
29	101491	BDY	REMOVE/INSTALL	L Rear Door Weatherstrip	Existing		INC r
30	101493	BDY	REMOVE/INSTALL	L Rear Lwr Door Weatherstrip	Existing		INC r
<b>Quarter Panel</b>							
31	101029	BDY	REMOVE/REPLACE	L Quarter Outer Panel	22979707 GM PART	861.88	18.5 #
32		REF	REFINISH	L Quarter Panel Outside			C 2.9
33		REF	REFINISH	L Add For Pillar			C 0.5

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34	REF	REFINISH	L Quarter Panel Edge				C 0.5
35	MCH	REMOVE/REPLACE	L Add To R&L/R&R Side Curtain Air Bags-M				0.8 #
36	100048	BDY	REMOVE/REPLACE	L Quarter Fuel Door	22796503	GM PART	22.07 INC
37	REF	REFINISH	L Fuel Door				INC #
38	REF	REFINISH	L Add For Inside Fuel Door				C 0.2
39	100049	BDY	REMOVE/REPLACE	L Quarter Pressure Release Vent	N.A.	GM PART	0.00 * INC #
40	BDY	REMOVE/INSTALL	Rear Bumper Cover				INC #
41	100053	BDY	REMOVE/REPLACE	L Quarter Inner Panel	22958202	GM PART	218.98 4.5
42	100697	BDY	REMOVE/REPLACE	L Inr Quarter Extension	22818038	GM PART	44.03 2.8
43	100686	BDY	REMOVE/REPLACE	L Otr Quarter Wheelhouse Panel	22789624	GM PART	59.77 1.2
44	100692	BDY	REMOVE/REPLACE	L Quarter Wheelhouse Liner	22806443	GM PART	52.63 INC
45	100720	BDY	REMOVE/REPLACE	L Quarter Adhesive Nameplate	22980986	GM PART	6.04 0.1
<u>Quarter Glass</u>							
46	101299	GLS	REMOVE/REPLACE	L Qtr Glass Stationary	23137331	GM PART	296.08 INC #
47	101312	BDY	REMOVE/REPLACE	Qtr Glass Adhesive	N.A.	GM PART	15.00 *
<u>Liftgate</u>							
48	100266	BDY	REMOVE/REPLACE	Liftgate Shell	22756787	GM PART	995.00 4.2 #
49	REF	REFINISH	Liftgate Outside				C 2.3
50	REF	REFINISH	Add For Jambs & Interior				C 1.5
51	100287	BDY	REMOVE/INSTALL	Liftgate Opening Weatherstrip	Existing		INC r
52	100777	BDY	REMOVE/INSTALL	Liftgate Spoiler			0.2 #
53	101871	BDY	REMOVE/INSTALL	Liftgate Applique	Existing		INC #r
54	BDY	REMOVE/INSTALL	Lwr Liftgate Trim Panel				INC
55	100291	BDY	REMOVE/INSTALL	Liftgate Wiper Arm	Existing		INC #r
<u>Rear Suspension</u>							
56	100330	MCH	REMOVE/REPLACE	L Rear Susp Shock Absorber -M	23458661	GM PART	259.10 0.7 #
57	100302	MCH	REMOVE/REPLACE	Rear Susp Air Compressor -M	22797525	GM PART	296.61 0.8
<u>Rear Body</u>							
58	100904	BDY	REMOVE/REPLACE	L Rear Body Filler	22979701	GM PART	77.39 3.8
59	100699	BDY	REMOVE/REPLACE	L Rear Body Gate Opening Panel	23159074	GM PART	53.18 3.5
60	101918	BDY	REMOVE/REPLACE	L Rear Body Moulding	23167643	GM PART	38.85 0.3
61	REF	REFINISH	L Rear Body Panel Moulding				C 0.8
<u>Rear Lamps</u>							
62	101533	BDY	REMOVE/REPLACE	L Rear Combination Lamp Assembly	23476137	GM PART	495.00 INC #
<u>Rear Bumper</u>							
63	100041	BDY	OVERHAUL	Rear Bumper Cover Assy			1.1 #
64	101040	BDY	REMOVE/REPLACE	Rear Bumper Cover	23142969	GM PART	795.00 INC #
65	REF	REFINISH	Rear Bumper Cover				C 2.6
66	BDY	REMOVE/REPLACE	Rear Add W/side Object Sensor				0.4
67	101059	BDY	REMOVE/REPLACE	Rear Bumper Step Pad	22936468	GM PART	138.29 INC
68	100980	BDY	REMOVE/REPLACE	L Rear Parking Outer Sensor	23428268	GM PART	149.50 INC #
69	REF	REFINISH	L Rear Otr Parking Sensor				C 0.2
70	101057	BDY	REMOVE/REPLACE	Rear Parking Sensor Harness	23491502	GM PART	87.91 #
<u>TIRES</u>							
71	900500	MCH	REMOVE/REPLACE	Bridgestone Dueler HL Alenz 285/45R22 H	** QUAL REPL PART		214.18
72				Hibbons Tire - 405-529-6789			
<u>ADDITIONAL OPERATIONS</u>							
73	933002	REF	ADD'L OPR	Clear Coat			2.5*
74	900500	BDY *	ADD'L LABOR OP	Clean glass from interior	Existing		1.0*
75	900500	BDY *	ADD'L LABOR OP	Repair left rear wheel +25%	Sublet		137.50 * 0.0*
76				Wheel Technology - 405-755-8324			
<u>Additional Costs &amp; Materials</u>							
77		ADD'L COST	Paint/Materials				500.00 *

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\* - Judgment Item  
 # - Labor Note Applies  
 C - Included in Clear Coat Calc  
 r - CEG R&R Time Used For This Labor Operation

### Estimate Totals

		Units	Rate	Add'l Labor Amount	Sublet Amount	Totals			Amount
I.	Labor Subtotals						II.	Part Replacement Summary	
	Body	48.7	50.00	0.00	279.90	2,714.90		Taxable Parts	6,130.50
	Refinish	18.7	50.00	0.00	0.00	935.00		Sales Tax @ 8.375%	513.43
	Glass	0.2	46.00	0.00	0.00	9.20		Non-Taxable Parts	3.00
	Mechanical	2.6	75.00	0.00	74.95	269.95		Total Replacement Parts Amount	6,646.93
	Non-Taxable Labor					3,929.05			
	Labor Summary	70.2				3,929.05			
III.	Additional Costs					Amount	IV.	Adjustments	Amount
	Taxable Costs					500.00		Insurance Deductible	0.00
	Sales Tax @ 8.375%					41.88		Customer Responsibility	0.00
	Total Additional Costs					541.88			
	Paint Material Method: Rates								
	Init Rate = 40.00 , Init Max Hours = 99.9, Addl Rate = 0.00								
							I.	Total Labor:	3,929.05
							II.	Total Replacement Parts:	6,646.93
							III.	Total Additional Costs:	541.88
								Gross Total:	11,117.86
							IV.	Total Adjustments:	0.00
								Net Total:	11,117.86

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#### Point(s) of Impact

8 Left Rear Side (P)

Insurance Co: American Mercury Insurance Company

Inspection Site: HYDRO AUTO SALVAGE  
 Address: 928 W 4TH ST  
 HYDRO, OK 73048

Inspection Date: 10/ 1/2015

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Committed  
Profile ID: \* OKC

THIS IS NOT AN AUTHORIZATION TO REPAIR. THE UNDERSIGNED REPAIR  
FACILITY AGREES TO REPAIR THIS VEHICLE USING INDUSTRY ACCEPTED  
EQUIPMENT AND METHODS, AND TO COMPLETE AND GUARANTEE SAFE REPAIRS AT  
A PRICE OF \$\_\_\_\_\_, INCLUDING ALL CHARGES. NO SUPPLEMENTS  
WILL BE HONORED WITHOUT PRIOR APPROVAL.

SIGNED: \_\_\_\_\_

ESTIMATE RECALL NUMBER: 10/01/2015 15:42:39 OKBA-0000090000201

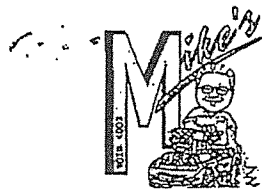
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EXHIBIT 6



**Mike's Body Shop**

For those who care about their car  
 200 S. Access Rd, Weatherford, OK 73096  
 Phone: (800) 783-1025  
 FAX: (580) 774-0680

Workfile ID: e699fe60  
 Federal ID: 73-1385564  
 State ID: STS-10006545-05

**Preliminary Estimate****Customer: WRIGHT, TODD & STACY**

Written By: Mike

Insured: WRIGHT, TODD & STACY  
 Type of Loss:  
 Point of Impact: 07 Left Rear

Policy #:  
 Date of Loss:

Claim #:  
 Days to Repair: 0

**Owner:**  
 WRIGHT, TODD & STACY  
 (580) 819-3325 Cell

**Inspection Location:**  
 Mike's Body Shop  
 200 S. Access Rd  
 Weatherford, OK 73096  
 Repair Facility  
 (800) 783-1025 Business

**Insurance Company:**  
 MERCURY INSURANCE COMPANY

**VEHICLE**

Year: 2015	Body Style: 4D UTV	VIN: 1GNSKJKC6FR704991	Mileage In: 4667
Make: CHEV	Engine: 8-5.3L-FI	License: 280LSJ	Mileage Out:
Model: K1500 4X4 SUBURBAN LT	Production Date:	State: OK	Vehicle Out:
Color: RED Int:	Condition: Excellent	Job #:	

**TRANSMISSION**

Automatic Transmission  
 Overdrive

**POWER**

Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors  
 Heated Mirrors  
 Power Driver Seat  
 Power Passenger Seat  
 Memory Package  
 Power Adjustable Pedals

**DECOR**

Dual Mirrors  
 Console/Storage

**CONVENIENCE****Air Conditioning**

Intermittent Wipers  
 Tilt Wheel

**Cruise Control**

Rear Defogger  
 Keyless Entry  
 Alarm

**Message Center**

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Backup Camera w/Parking Sensors

Remote Starter

Home Link

**RADIO**

AM Radio

**FM Radio**

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Premium Radio

Satellite Radio

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Positraction

**Lane Departure Warning****ROOF**

Luggage/Roof Rack

**SEATS**

Bucket Seats

Reclining/Lounge Seats

Leather Seats

Heated Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Three Stage Paint

**TRUCK**

Trailer Hitch

Trailer Package

Running Boards/Side Steps

Power Trunk/Gate Release

## Preliminary Estimate

Customer: WRIGHT, TODD &amp; STACY

Vehicle: 2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR BUMPER					
2		O/H rear bumper				2.4	
3	Repl	Bumper cover	23142969	1	795.00	Incl.	3.2
4		Add for Three Stage					2.2
5	Repl	LT Side bracket	22806431	1	12.18	0.1	
6	Repl	Step pad w/o chrome molding	22936468	1	138.29	Incl.	
7	Repl	Access cover	23142973	1	95.00	Incl.	0.4
8	Repl	Impact bar w/power park brake	22900139	1	558.13	0.3	
9	Repl	Harness w/tow pkg	23491502	1	87.91	Incl.	
10		REAR LAMPS					
11	Repl	LT Combo lamp assy	23476137	1	495.00	Incl.	
12	Repl	LT Combo lamp assy screw	11609457	1	1.05		
13	Repl	LT Combo lamp assy retainer	22884291	1	3.45		
14	Repl	LT Combo lamp assy nut	11610510	1	1.05		
15		LIFT GATE					
16	Repl	Lift gate Suburban	22756787	1	995.00	4.6	3.7
17		Add for Three Stage					2.6
18	Repl	Nameplate "SUBURBAN"	15860871	1	80.52	0.2	
19	Repl	Lower trim panel w/power lift gate cocoa	23440139	1	145.42	Incl.	
20		REAR SUSPENSION					
21	Repl	Cover gasket	22943110	1	31.99	Incl.	
22	Repl	Axle housing w/limited slip	23199119	1	1,821.98 m	5.9 M	
23	Repl	LT Axle bearing	12479031	1	67.00 m	Incl. M	
24	Repl	Bleed brake system		1	m	0.5	
25	Repl	RT Axle bearing	12479031	1	67.00 m	Incl. M	
26	Repl	RT Axle seal	12471686	1	14.16	Incl.	
27	Repl	LT Axle seal	12471686	1	14.16	Incl.	
28	#	Repl Axle Grease Synthetic		2	44.98		
29		FUEL SYSTEM					
30	Repl	Filler pipe Suburban & Yukon XL E85	22772987	1	128.62 m	0.8 M	
31		QUARTER PANEL					
32	Repl	LT Quarter panel	22979707	1	861.88	18.5	3.4
33		Overlap Major Adj. Panel					-0.4
34		Add for Three Stage					1.2
35		Deduct for Rear Bumper R&I				-1.0	
36	Repl	Fuel door	22796503	1	22.07	0.3	0.3
37		Add for Three Stage					0.1
38	*	Repl LT Fuel pocket	22819288	1	39.25	0.5	
39	Repl	LT Wheelhouse liner Suburban	23264145	1	52.63	Incl.	
40	Repl	LT Rear molding	23167643	1	38.85	Incl.	0.7
41	Repl	LT Wheelhouse liner nut front	11610510	7	7.35		

## Preliminary Estimate

Customer: WRIGHT, TODD &amp; STACY

Vehicle: 2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

42	Repl	LT Wheelhouse liner retainer	1605396	2	6.94		
43	Repl	LT Water drain pnl	23200189	1	20.57		
44	Repl	LT Qtr glass from 01/23/2014, w/privacy tint w/theft sensor	23482874	1	352.35	Incl.	
45	Repl	LT Inner panel	22958202	1	218.98	3.0	0.8
46	*	Repl	LT Inner panel baffle upper	23156966	1	15.40	0.5
47	*	Repl	LT Rear extn	22818038	1	44.03	2.4
48		Repl	LT Rear extn baffle	23477220	1	8.27	0.4
49	*	Repl	LT Extension panel	22789622	1	28.08	0.3
50		Repl	LT Inner wheelhouse front	22789624	1	59.77	1.5
51		Add for Three Stage					0.3
52		Repl	LT Inner wheelhouse rear	22789626	1	56.25	1.5
53		Add for Three Stage					0.1
54		Repl	Lower qtr trim w/power config cocoa	23488205	1	228.97	Incl.
55		Repl	LT Nameplate "LT"	22980986	1	6.04	0.2
56	<b>PILLARS, ROCKER &amp; FLOOR</b>						
57		Repl	Rear crossmember	23426275	1	122.97	
58	*	Rpr	Center floor pan			8.0	1.5
59		Add for Three Stage					0.6
60	#	Rpr	Frame Rack Set Up			2.0 F	
61		R&I	LT Running board			1.0	
62	<b>REAR DOOR</b>						
63		Repl	LT Door shell Suburban	22957424	1	881.51	4.6
64			Overlap Major Adj. Panel				-0.4
65		Add for Three Stage					1.1
66	<b>FRONT DOOR</b>						
67		Blnd	LT Outer panel Suburban				1.5
68	*	R&I	LT Front w'strip			0.2	
69	*	R&I	LT Lower w'strip			0.2	
70		R&I	LT Belt molding			0.3	
71		R&I	LT Upper molding			0.2	
72		R&I	LT Applique			0.2	
73		Repl	LT Nameplate "SUBURBAN"	15825694	1	49.00	0.2
74		R&I	LT Mirror assy w/power fold w/blind spt			0.4	
75	*	R&I	LT Glass run			0.4	
76	*	R&I	LT Door glass NAGS			0.5	
77		R&I	LT Handle, outside paint/chrome			0.4	
78		R&I	LT R&I trim panel			0.4	
79	<b>REAR BODY</b>						
80		Repl	LT Lower panel	22786707	1	25.45	1.0
81		Add for Three Stage					0.1
82		Blnd	RT Lower panel				0.2
83		Repl	LT Side panel	22786698	1	47.87	3.0
84		Repl	LT Side frame	23159074	1	53.18	4.0

## Preliminary Estimate

Customer: WRIGHT, TODD &amp; STACY

Vehicle: 2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

85		Add for Three Stage					0.6
86	Repl	LT Filler panel	22979701	1	77.39	1.0	0.3
87		Add for Three Stage					0.1
88	*	R&I Carpet Suburban & Yukon XL, w/fr bucket cocoa				0.6	
89	R&I	Scuff plate w/o Suburban LT or Yukon XL SLT dune				0.3	
90	*	R&I Storage box Suburban & Yukon XL w/o Denali dune				0.3	
91	<b>WHEELS</b>						
92	Repl	LT/Rear Wheel 22" code: SGF	22905550	1	895.00 m	0.3	
93	<b>TIRES</b>						
94	*	Repl BDGST P285/45R22 Dueler AT RH-S BW 110H	BR01232	1	239.99	0.3	
95	#	Subl TRIP CHARGE TO ALIGNMENT SHOP		1	30.00 X		
96	<b>ELECTRICAL</b>						
97	#	Subl Four Wheel Alignment		1	89.00 X		
98	*	Repl Compressor	22797525	1	296.61	0.5	
99	#	Repl SUNROOF OPEN		1			
100	#	Subl Hazardous Waste		1	5.00 X		
101	#	Mask For Over Spray		1	10.00		
102	#	Repl Urethane Adhesive		3	82.32		
103	#	Repl Corrosion Protection		1	10.00		
104	#	Feather, Prime & Block		1		1.5	
105	#	Finish, Sand & Buff		1		1.5	
106		OTHER CHARGES					
107	#	Towing		1	606.90		
<b>SUBTOTALS</b>					<b>11,187.76</b>	<b>75.8</b>	<b>30.4</b>

## Preliminary Estimate

Customer: **WRIGHT, TODD & STACY**

Vehicle: 2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

**ESTIMATE TOTALS**

Category	Basis			Rate	Cost \$
Parts					10,456.86
Body Labor	67.1 hrs	@		\$ 50.00 /hr	3,355.00
Paint Labor	30.4 hrs	@		\$ 50.00 /hr	1,520.00
Mechanical Labor	6.7 hrs	@		\$ 80.00 /hr	536.00
Frame Labor	2.0 hrs	@		\$ 60.00 /hr	120.00
Paint Supplies	30.4 hrs	@		\$ 38.00 /hr	1,155.20
Miscellaneous					124.00
Other Charges					606.90
Subtotal					17,873.96
Sales Tax	\$ 11,612.06	@		9.5000 %	1,103.15
<b>Grand Total</b>					<b>18,977.11</b>
Deductible					0.00
<b>CUSTOMER PAY</b>					<b>0.00</b>
<b>INSURANCE PAY</b>					<b>18,977.11</b>

THIS ESTIMATE MAY HAVE BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

## Preliminary Estimate

**Customer: WRIGHT, TODD & STACY**

Vehicle: 2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GA15, CCC Data Date 10/1/2015, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

**OTHER SYMBOLS AND ABBREVIATIONS:**

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

EXHIBIT 7

---

**From:** Stacey Wright [<mailto:sassiesisters@hotmail.com>]  
**Sent:** Friday, October 09, 2015 6:52 PM  
**To:** Katie Collins  
**Subject:** Re: Body Shop

Mikes Body Shop is a Body shop that I guess was requested to re-evaluate the original- the adjuster said it was dark and he wasn't sure on some things- there is a BIG difference- no we need to discuss numbers because of the Diminished Value and with a Broken Axle- this \$70,000 will never be the same.

Thank you

Sent from my iPhone

On Oct 9, 2015, at 2:00 PM, Katie Collins <[KCollins@mercuryinsurance.com](mailto:KCollins@mercuryinsurance.com)> wrote:

Is Mike's Body Shop where you are getting your vehicle repaired at or are you still going to Cummins?

---

**From:** Stacey Wright [<mailto:sassiesisters@hotmail.com>]  
**Sent:** Friday, October 09, 2015 1:34 PM  
**To:** Katie Collins  
**Subject:** Body Shop

Here is the attachment from the Body Shop

There will be a Diminished Value to this vehicle we will need to calculate as well.

Thank you

Stacey Wright  
580-302-1849



EXHIBIT 8

Date: 10/19/2015 02:22 PM  
 Estimate ID: OKBA-0000090000201  
 Estimate Version: 3  
 Supplement: 1 (F F) 10/16/2015 05:55:14 PM  
 Correction: 1  
 Profile ID: \* OKC

### American Mercury Insurance Group

8240 N. Mopac, Ste 110, Austin, TX 78758  
 (405) 226-0902  
 Fax: (877) 397-8078

Supplement Delta Report  
 Comparison of Estimate OKBA-0000090000201 Supplement 0 and Supplement 1 Correction 1

Damage Assessed By: BRANDON STONE  
 Supplemented By: BRANDON STONE

Insured: ZACHARY WILSON WELDING  
 Owner: TODD WRIGHT  
 Vehicle Description: 2015 Chevrolet Suburban LT  
 Date of Loss: 9/25/2015

Line Item	Labor Type	Operation	Line Item Description		Dollar Amount	Labor Units	CEG Unit
Changed Entries							
5	BDY	ADD'L LABOR OP	Towing	Sublet	121.90 *	0.0*	
S1 5	BDY	ADD'L LABOR OP	Towing	Sublet	606.90 *<	0.0*	
6	MCH	ADD'L LABOR OP	FOUR WHEEL ALIGNMENT	Sublet	74.95 *	0.0*	
S1 6	MCH	ADD'L LABOR OP	FOUR WHEEL ALIGNMENT	Sublet	89.00 *<	0.0*	
11	BDY	REMOVE/INSTALL	L Frt Otr Belt Moulding			0.9	0.9
15<	BDY	REMOVE/INSTALL	L Frt Otr Belt Moulding			0.5 <	0.9
69	BDY	REMOVE/INSTALL	Liftgate Applique	Existing		INC	0.3
96<	BDY	REMOVE/INSTALL	Liftgate Applique	Existing		0.3 <	0.3
71	MCH	REMOVE/REPLACE	Bridgestone Dueler HL Alenz 285/45R22 H	053984	214.18	0.0	T
S1 97<	MCH	REMOVE/REPLACE	Bridgestone Dueler HL Alenz 285/45R22 H	053984	239.99 *<	0.0	T
Deleted Entries							
70	BDY	REMOVE/INSTALL	Lwr Liftgate Trim Panel			INC	0.3
73	REF	ADD'L OPR	Clear Coat			2.5*	
Added Entries							
S1 9	BDY	REPAIR	Inr Floor Panel	Existing		8.0*	15.0
S1 10	FRM	ADD'L LABOR OP	SET UP & MEASURE FULL FRAME	Existing		2.0*	
S1 11	BDY	REMOVE/REPLACE	Rear Floor Sill Panel	23426275 GM PART	122.97	3.0	3.0T
S1 12	BDY	REMOVE/INSTALL	L Running Board Assy			0.6	0.6
S1 23	GLS	REMOVE/INSTALL	L Frt Door Moveable Glass	Existing		1.3	1.3
S1 24	BDY	REMOVE/INSTALL	L Frt Door Glass Run Channel	Existing		0.2	0.2
S1 49	BDY	REMOVE/REPLACE	L Inr Quarter Baffle	23156966 GM PART	15.40	0.8	0.8T
S1 51	BDY	REMOVE/REPLACE	L Otr Quarter Wheelhouse EXT	22789622 GM PART	28.08	1.0	1.0T
S1 54	BDY	REMOVE/REPLACE	L Quarter Side Trim Panel	ORDER FROM DEALER	228.97	INC	0.5T
S1 55	BDY	REMOVE/INSTALL	Rear Seat Assy			INC	0.3
S1 56	BDY	REMOVE/INSTALL	L Rear Scuff Plate			INC	0.2
S1 64	BDY	REMOVE/REPLACE	Liftgate Adhesive Nameplate	15860871 GM PART	80.52	0.1	0.2T
S1 65	BDY	REMOVE/REPLACE	Lwr Liftgate Inner Trim Panel	ORDER FROM DEALER	152.69	INC	0.3T
S1 67	MCH	REMOVE/REPLACE	R Rear Susp Wheel Bearing -M	12479031 GM PART	67.00	INC	1.9T
S1 68	MCH	REMOVE/REPLACE	L Rear Susp Wheel Bearing -M	12479031 GM PART	67.00	INC	1.9T
S1 69	MCH	REMOVE/REPLACE	R Rear Susp Housing Seal -M	12471686 GM PART	14.16	INC	1.9T
S1 70	MCH	REMOVE/REPLACE	L Rear Susp Housing Seal -M	12471686 GM PART	14.16	INC	1.9T
S1 71	BDY	ADD'L LABOR OP	Axle grease - synthetic	** QUAL REPL PART	44.98 *	0.0*	T
S1 72	MCH	REMOVE/REPLACE	Rear Susp Axle Housing -M	23199120 GM PART	1,821.98	6.3	6.3T

ESTIMATE RECALL NUMBER: 10/ 1/2015 15:42:39 OKBA-0000090000201

Software Version: 7.1.186

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Page 1 of 2

Date: 10/19/2015 02:22 PM  
 Estimate ID: OKBA-0000090000201  
 Estimate Version: 3  
 Supplement: 1 (F F) 10/16/2015 05:55:14 PM  
 Correction: 1  
 Profile ID: \* OKC

S1 75	MCH	REMOVE/INSTALL	Fuel Tank -M					2.4	2.4
S1 76	BDY	REMOVE/REPLACE	Fuel System Filler Pipe	22772987	GM PART	128.62		1.5	1.5T
S1 77	REF	REFINISH	R Lwr Inner Panel					0.8	0.8
S1 79	BDY	REMOVE/REPLACE	L Ctr Rear Body Inner Panel	22786698	GM PART	47.87		3.0	3.0T
S1 80	REF	REFINISH	L Ctr Inner Panel					1.2	1.2
S1 81	BDY	REMOVE/REPLACE	L Lwr Rear Body Inner Panel	22786707	GM PART	25.45		2.8	2.8T
S1 82	REF	REFINISH	L Lwr Inner Panel					0.8	0.8
S1 95	BDY	REMOVE/REPLACE	L Rear Bumper Guide	22806425	GM PART	14.61		INC	0.2T
S1 102	REF	ADD'L OPR	THREE STAGE					7.9	
S1 103	BDY	REMOVE/INSTALL	Carpet	Existing				0.6*	
S1 104	BDY	REMOVE/INSTALL	Storage box	Existing				0.3*	

Global Changes

	From:	To:
Labor Rates	75.00	80.00
Mechanical		
Frame	55.00	60.00

Adjustments

From:	To:
-------	-----

Estimate profile calculation settings (other than labor rates and adjustments) have changed.

	Amount
Original Estimate:	11,117.86
Supplement 1	6,138.23
Orig Total Tax	555.31
Supp 1 Total Tax	905.42
Net Supplement Amount	6,138.23
Net Total	17,256.09

	Program Calc Versions	Data Versions
Supp 0	7.1.179	JUL_15_V
Supp 1 Corr 1	7.1.186	SEP_15_V

ESTIMATE RECALL NUMBER: 10/ 1/2015 15:42:39 OKBA-0000090000201

Software Version: 7.1.186

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Page 2 of 2

EXHIBIT 9

11/17/2015

Gmail - Fwd: OKBA-00900

-----Original Message-----

From: Stacey Wright [sassiesisters@hotmail.com]

Sent: Monday, October 19, 2015 10:36 AM Pacific Standard Time

To: Brandon Stone

Subject: RE: OKBA-00900

Yes, you already called me. I said I would definitely need a copy.

Thank you

---

From: bstone@mercuryinsurance.com

To: KCollins@mercuryinsurance.com; sassiesisters@hotmail.com

CC: LOPham@mercuryinsurance.com

Date: Mon, 19 Oct 2015 09:36:09 -0700

Subject: RE: OKBA-00900

I did go out and reinspect and yes it is repairable. Mrs Wright please let me know if you need a copy of the supplement.

Thank you

Brandon Stone

-----Original Message-----

From: Katie Collins

Sent: Monday, October 19, 2015 07:41 AM Pacific Standard Time

To: Stacey Wright

Cc: Brandon Stone; Long Pham

Subject: RE: OKBA-00900

Hi Stacey,

I just left you a voice message. Brandon went out to Cummins and wrote the second estimate. It looks like your vehicle is repairable. At this time, we need you to authorize the repairs on your vehicle so that we can cover for the rental, otherwise we will not be able to cover for the rental.

Thanks,

**Katie Collins**

Claims Specialists

8240 N. Mopac #110

Austin, TX 78759

800-503-3724 EXT. 44533 877-397-0709 FAX

kcollins@mercuryinsurance.com

EXHIBIT 10

11/17/2015

Gmail - Fwd: OKBA-00900

-----Original Message-----

From: Stacey Wright [sassiesisters@hotmail.com]  
Sent: Monday, October 19, 2015 10:36 AM Pacific Standard Time  
To: Brandon Stone  
Subject: RE: OKBA-00900

Yes, you already called me. I said I would definitely need a copy.

Thank you

---

From: bstone@mercuryinsurance.com  
To: KCollins@mercuryinsurance.com; sassiesisters@hotmail.com  
CC: LOPham@mercuryinsurance.com  
Date: Mon, 19 Oct 2015 09:36:09 -0700  
Subject: RE: OKBA-00900

I did go out and reinspect and yes it is repairable. Mrs Wright please let me know if you need a copy of the supplement.

Thank you  
Brandon Stone

-----Original Message-----

From: Katie Collins  
Sent: Monday, October 19, 2015 07:41 AM Pacific Standard Time  
To: Stacey Wright  
Cc: Brandon Stone; Long Pham  
Subject: RE: OKBA-00900

Hi Stacey,

I just left you a voice message. Brandon went out to Cummins and wrote the second estimate. It looks like your vehicle is repairable. At this time, we need you to authorize the repairs on your vehicle so that we can cover for the rental, otherwise we will not be able to cover for the rental.

Thanks,

Katie Collins  
Claims Specialists

8240 N. Mopac #110  
Austin, TX 78759  
800-503-3724 EXT. 44533 877-397-0709 FAX  
kcollins@mercuryinsurance.com

EXHIBIT 11



From: Katie Collins <KCollins@mercuryinsurance.com>

Date: October 22, 2015 at 11:50:43 AM CDT

To: Stacey Wright <sassiesisters@hotmail.com>, "todd.wright@mlbconsultingusa.com" <todd.wright@mlbconsultingusa.com>, "wadedors@yahoo.com" <wadedors@yahoo.com>, Brandon Stone <bstone@mercuryinsurance.com>, Long Pham <LOPham@mercuryinsurance.com>

Subject: RE: Delivery Status Notification (Failure)

Hi Stacey,

We really need you to move the vehilce to your shop of choice. I spoke with Mike at the dealership and I let him know starting today we are not covering for your rental vehilce anymore until your vehcile has been moved to Mike's Body Shop or any body shop of your choice. Wade is out of town until Wednesday.

Thank you.

From: Stacey Wright [mailto:sassiesisters@hotmail.com]

Sent: Wednesday, October 21, 2015 1:11 PM

To: Katie Collins <KCollins@mercuryinsurance.com>; todd.wright@mlbconsultingusa.com; wadedors@yahoo.com; Brandon Stone <bstone@mercuryinsurance.com>; lopham@mercuryinsurane.com

Subject: RE: Delivery Status Notification (Failure)

Everytime I try to include him I get this or one that shows he is approving my email- I can send all 7 attempts if you would like.

Do we have an outcome to below- so Todd and I have a better understanding of what is going on?

11/17/2015

Gmail - Fwd: Delivery Status Notification (Failure)

value with a difference of unbelievable amount due to CarFax and Oklahoma laws. These are two things that even I as a buyer look at it every time.

---

From: KCollins@mercuryinsurance.com  
To: sassiesisters@hotmail.com  
CC: bstons@mercuryinsurance.com; LOPham@mercuryinsurance.com  
Date: Mon, 19 Oct 2015 09:38:22 -0700  
Subject: RE: OKBA-00900

We are needing you to get your vehicle towed to the body shop so that repairs can start. Once repairs have started on your vehicle, we will be able to see any additional damage. For Mercury to keep covering for the rental, repairs need to start on your vehicle.

Thanks.

---

**From:** Stacey Wright [mailto:sassiesisters@hotmail.com]  
**Sent:** Monday, October 19, 2015 10:24 AM  
**To:** Katie Collins  
**Subject:** Re: OKBA-00900

We did not receive the 2nd amount. Brandon is still NOT responding to my emails or phone calls.

We need to know what the 2nd estimate of his is

I have the \$400 written but not approved

And I show Oklahoma shows Diminished value as 20-25%- so we will need to figure that as well

If you could send me all of the above

Thank You

Sent from my iPhone

On Oct 19, 2015, at 9:41 AM, Katie Collins <KCollins@mercuryinsurance.com> wrote:

Hi Stacey,

I just left you a voice message. Brandon went out to Cummins and wrote the second estimate. It looks like your vehicle is repairable. At this time, we need you to authorize the repairs on your vehicle so that we can cover for the rental, otherwise we will not be able to cover for the rental.

Thanks,

EXHIBIT 12



P.O. Box 209040  
Austin, TX 78720  
(800) 503-3724

October 23, 2015

Clayton B. Bruner, PLLC  
Weatherford Law Center  
2811 East Main Street  
Weatherford, OK 73096

RE: OUR INSURED: Zachary Wilson Welding  
OUR FILE NUMBER: OKBA-00000900  
DATE OF LOSS: 09/25/15  
YOUR CLIENTS: Stacey and Todd Wright

Dear Mr. Bruner:

I am in receipt of your letter dated October 23, 2015 regarding the above referenced claim. This file has been transferred to me for further handling.

My understanding of the property damage to your client's vehicle is that we did a preliminary estimate and then asked your client to move the vehicle to a body shop so it could be torn down and a more accurate estimate could be written. However, based on the amounts you are quoting in your letter regarding the estimated value of your client's vehicle should it be determined a total loss or the amount of diminished value it would have should it be repaired, it has become clear that we will have a limits issue.

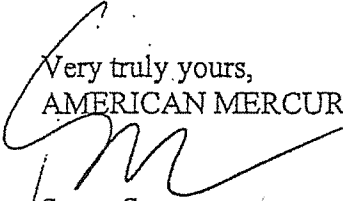
Our policy is a business policy with a combined single limit and we have the property damage from your client's vehicle, her injury claim and the property damage to a second vehicle and a bodily injury claim to the passenger in that vehicle which all must be settled out of that single limit.

I have asked our insured for permission to release his policy limits and he has declined to release his limit. However, the value of your client's vehicle alone is close to our limit.

Therefore, I would recommend that your client use her own auto insurance carrier to take care of the damages to her vehicle as that is the fastest way to get her damages resolved and the only way she will get paid for 100% of her damages.

If you have any questions or would like to discuss this claim, please contact me at (800) 503 3724 x44549

Very truly yours,  
AMERICAN MERCURY INSURANCE COMPANY



Susan Swanson  
Senior Claims Specialist  
800-503-3724 ext.44549

EXHIBIT 13

## CLAYTON B. BRUNER, P.L.L.C.

*Attorney at Law*

CLAYTON B. BRUNER, Esquire

Weatherford Law Center  
2811 East Main Street  
Weatherford, Oklahoma, 73096  
Telephone: (580) 774-5363  
Fax: (580) 772-7440  
Email: claybrunerlaw@gmail.com

October 27, 2015

***VIA ELECTRONIC MAIL***

AMERICAN NATIONAL PROPERTY AND CASUALTY  
c/o Mr. James Sanders  
Claims Department  
1949 E. Sunshine  
Springfield, MO 65899-0001

*Re: Todd Wright and Stacey Wright v. Zachary Allen Wilson, District Court of Caddo County, State of Oklahoma*

Claim No.: 35A2Y0996  
Insured: Todd and Stacey Wright  
Tortfeasor: Zachary Allen Wilson  
DOL: September 25, 2015

Dear Mr. Sanders:

This letter will advise that I have been retained by Todd and Stacey Wright (the "Wrights") to represent them with respect to any and all claims they may have as a result of an automobile accident that occurred on September 25, 2015, in Hydro, Oklahoma (the "Accident"). (See Accident Report, attached as EXHIBIT 1). **Accordingly, please direct all future correspondence to my attention.**

As you can see from the attached Accident Report, this accident was caused by the sole negligence of the tortfeasor, Zachary Allen Wilson ("Mr. Wilson"). The health of my client (your insured), Stacey Wright ("Mrs. Wright"), has steadily declined since the Accident. Mrs. Wright has recently sought treatment for back injuries due to the Accident. In short, Mrs. Wright sustained damages, including personal injuries and medical expenses because of Mr. Wilson's negligence. To date, we have not compiled all of the necessary information to put American National Property and Casualty ("ANPAC") on a specific monetary demand. However, we will provide all of the necessary information to you in the near future.

That said, the most pressing issue at this time is resolving the dispute regarding the property damage to the Wrights' 2015 Chevrolet Suburban LT ("Suburban"). I have reviewed the "lowball" estimates provided by the tortfeasor's insurer, Mercury Insurance Group

Mr. James Sanders  
October 27, 2015

("Mercury"), with respect to the Suburban. Mercury's estimate and evaluation of the damage to the Suburban are extremely low. The Suburban's rear axle was snapped in two, and its frame was severely bent. The Suburban's back tire was essentially ripped off, its windows were blown out, and its doors were damaged to the point they could not be opened. The Suburban had to be dragged onto the wrecker because its wheels would not turn.

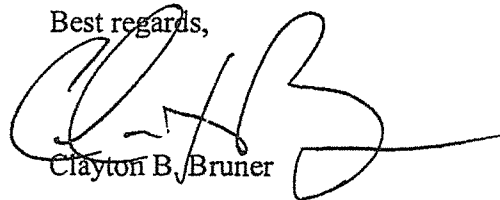
Clearly, the Suburban sustained significantly more damage in the Accident than Mercury accounted for in its "lowball" estimate. The Wrights' Suburban is totaled. There is no question about that. I intend to send the Suburban to another body shop for an additional evaluation and estimate. The fact is, no one in their right mind would risk driving their children in this Suburban after a repair. The repairs it needs are too great.

Not only did the Accident compromise the integrity of the entire Suburban, it also substantially diminished the monetary value of the Suburban. The Suburban retailed for approximately \$68,000.00. However, my clients purchased upgraded rims and tires for approximately \$3,000.00 which would place the total value of the Suburban at approximately \$71,000.00. The Suburban was essentially brand new. If the Suburban was repaired, it would have an immediate trade-in value of only \$47,500.00. If the Suburban had depreciated \$4,000.00 (which is high) at the time of the Accident, and the vehicle was repaired, my clients would be owed an additional \$19,500.00 (at least) for the diminished value of the Suburban.

I have been advised by Mercury that the tortfeasor's limits are insufficient to compensate the Wrights for their damages as a result of the Accident. (See Correspondence from Susan Swanson, EXHIBIT 2). Thus, the Wrights are making a demand on ANPAC for payment under all relevant coverage agreements of their ANPAC policy for the property damage to their Suburban and for the injuries sustained by Mrs. Wright. To that end, please provide me with a certified copy of the Wrights' declarations page(s) and insurance policy. Feel free to email those documents to [claybrunerlaw@gmail.com](mailto:claybrunerlaw@gmail.com).

I look forward to hearing from you regarding this matter. My clients would like to resolve this dispute as soon as possible so they can move on with their lives. Mrs. Wright will be available for a recorded statement once ANPAC's adjuster has inspected the Suburban and provided an estimate.

Best regards,



Clayton B. Bruner

CBB:ss  
File No. 1.0084  
Attachments



# EXHIBIT 1

Please Read Instructions on Reverse Side		DEPARTMENT OF PUBLIC SAFETY <b>OKLAHOMA MOTOR VEHICLE COLLISION REPORT</b>				Submit Report if Settlement Has Not Been Made	
PO Box 11415 Oklahoma City OK 73136-0415		Driver Compliance Division		3600 N. M L King Ave Oklahoma City, OK 73111			
Collision Date	9-25-15	Time	1822	No. of Vehicles Involved	City	County	Caddo
Collision Location							
(Street Name or Highway Number, Nearest Intersection)							

<b>VEHICLE NO. 1</b> (Your Vehicle)	Driver Name			Owner Name <input type="checkbox"/> Same As Driver		
	Date of Birth	DL No.	DL State	Date of Birth	DL No.	DL State
	Street			Street		
	City	State	Zip	City	State	Zip
	Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Tag No.	Tag State	Tag Year
	Damage Estimate					

Total Injury Amount:	YOU WILL BE CONSIDERED UNINSURED AND SUBJECT TO SUSPENSION OF YOUR DRIVER LICENSE IF THE FOLLOWING SECTION IS INCOMPLETE:					
Insurance Company			Insurance Agent Name		Phone	
Policy Number:			Address			
Policy Period	From	To	City	State	Zip	

IMPORTANT: ATTACH ITEMIZED DOCTOR/HOSPITAL/PHARMACY BILLS (ATTACH ADDITIONAL FORMS IF NECESSARY)									
Name	Address	Age	Sex	Driver	Passenger	Pedestrian	Injured	Killed	
Injuries and/or Death									

<b>VEHICLE NO. 2</b>  Other Driver/Owner  Date of Birth must be included  before action can be taken under the Financial Responsibility Law	Driver Name			Owner Name <input type="checkbox"/> Same As Driver		
	Date of Birth	DL Number	DL State	Date of Birth	DL Number	DL State
	Street			Street		
	City	State	Zip Code	City	State	Zip Code
	Vehicle Make	Vehicle Year	Vehicle Type	Vehicle Tag No.	Tag State	Tag Year
	INSURANCE INFORMATION OF OTHER DRIVER:					
	Insurance Company			Insurance Agent Name		Phone
	Policy Number:			Address		
	Policy Period	From	To	City	State	Zip
	INSURANCE DENIAL ATTACHED? <input type="checkbox"/> YES <input type="checkbox"/> NO					

<b>VEHICLE NO. 3</b>  Other Driver/Owner  Date of Birth must be included  before action can be taken under the Financial Responsibility Law	Driver Name			Owner Name <input type="checkbox"/> Same As Driver		
	Date of Birth	DL Number	DL State	Date of Birth	DL Number	DL State
	Street			Street		
	City	State	Zip Code	City	State	Zip Code
	Vehicle Make	Vehicle Year	Vehicle Type	Vehicle Tag No.	Tag State	License Year
	INSURANCE INFORMATION OF OTHER DRIVER:					
	Insurance Company			Insurance Agent Name		Phone
	Policy Number:			Address		
	Policy Period	From	To	City	State	Zip
	INSURANCE DENIAL ATTACHED? <input type="checkbox"/> YES <input type="checkbox"/> NO					

Describe what you think caused the collision. Please refer to vehicles by number.					
---	--	--	--	--	--

I AM: <input type="checkbox"/> Driver <input type="checkbox"/> Owner <input type="checkbox"/> Attorney/Corp./Agency Officer <input type="checkbox"/> Insurance Agent			
SIGNATURE: _____			
PHONE: _____		DATE: _____	

STATE THAT THE INFORMATION ON THIS REPORT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE			
--	--	--	--



DEPARTMENT OF PUBLIC SAFETY

## OKLAHOMA MOTOR VEHICLE COLLISION REPORT

P.O. Box 11415  
Oklahoma City OK 73136-0415

Driver Compliance Division

405.425.2098

3500 N. M. L. King Ave  
Oklahoma City OK 73111

CASE # 2015035

## INSURANCE INFORMATION EXCHANGE

Police Officer <b>Thompson Sam</b>		DATE <b>9-25-15</b>		Use this form to exchange your information with the other party at the scene of the collision.			
Driver Name <b>Zachary Wilson</b>							
Driver License No. <b>F0801 828 644</b>		Date of Birth		Insurance Company <b>American Mercury Ins</b>		Phone <b>580-265-4411</b>	
Address		Phone <b>580-352-4234</b>		Agent Name			
City State Zip				Address			
Vehicle Owner: <input type="checkbox"/> same as driver				City State Zip			
Address		Phone		Policy No. <b>BA 35000 0001525</b>			
City State Zip				Policy Effective Date		Policy Expiration Date	
Driver License No.		Date of Birth		Vehicle Make		Model	
				Year		Tag No./State	

\*\*The official Oklahoma Traffic Collision Report, the police investigative report, can be obtained by calling Records Management at 405.425.2262\*\*

## INSTRUCTIONS

## WHILE AT THE SCENE OF THE COLLISION

1. Print your name and insurance information legibly in the form above.
2. Give your information to the other driver *and* then you receive their information.
3. Contact their insurance agent and your insurance agent to report the collision and to file the proper claim forms.

If the insurance information provided above is denied or non-existent or you did not have the opportunity to obtain the above information, you will need to complete the reverse side of this form and submit within one year from the date of the collision.

4. Using this form which contains the other party's information (if investigated by law enforcement personnel), complete all blanks; *incomplete reports will be returned*. Date of birth must be included for adverse driver and/or owner; your insurance information must also be included.
5. Report must be dated and signed.
6. Attach the following appropriate documents as evidence of personal injury or property damage.
  - (a) PERSONAL INJURY - Copies of itemized doctor, hospital, and/or pharmacy bills incurred as a result of the collision.
  - (b) VEHICLE DAMAGE - An itemized estimate of repair or total loss statement for damages caused by the collision, dated and signed by an authorized representative of a garage or body shop. Do not send any other supporting evidence such as pictures, copies of checks, or other type of documents or diskettes.
  - (c) PROPERTY DAMAGE, OTHER THAN MOTOR VEHICLE - An itemized estimate or statement of repair due to the collision separately listing the cost of materials and the cost of labor dated and signed by a qualified professional or your receipts.
  - (d) Insurance denial from other party's company if a claim was filed.
7. Upon completion, mail the report to the Department of Public Safety at the above address.

DO NOT WRITE IN THIS SPACE

## OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

Incident Report

Investigation Completed

Investigation Made at Scene

Photographs

Y N

☒☒☒☒

Revised

Fatality

Hit and Run

Y N

☒☒☒

(1) Reporting Agency HYDRO POLICE DEPARTMENT		Case Number (Agency Use) 2015035		Motor Vehicles Involved 02	Number Injured 01	Number Killed 00
(2) Date of Collision (mm/dd/yyyy) 09/25/2015		Time 1822	County Number and Name 08 CADD0	Nearest City or Town Number and Name In <input checked="" type="checkbox"/> 60 HYDRO		
(3) Distance from Nearest City or Town Limits Mi. <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> FL <input type="checkbox"/> E <input type="checkbox"/> W		Control #	Int ID	Location	East Grid	North Grid
(4) Street, Road or Highway SH58		At	0091	(Nearest) Intersecting Street, Road or Highway SH66		
(5) Unit 01	Occupants Type 01	Type D	Last Name WRIGHT	First STACEY	Middle ELAINE	Suffix
(6) Address 24352 E 1030 RD		City WEATHERFORD	State OK	Zip 73096	Telephone (Use Area Code) 5803021849	
(7) Driver License Number D080826870		State OK	Class D	Endorsement(s)	Restriction(s)	Inj. Sev.
(8) Ejected Extricated Test (% BAC) Transported by Air 1 1 1 5 0		To Medical Facility	License Plate Number 280LSJ	State OK	Month 08	Year 2016
(9) VIN 1GNSKJCK6FR704991		Vehicle Year 2015	Color RED	2nd Color 0	Make CHEV	Model SUBU
(10) Insurance Company Name AMERICAN NAT'L PROP. & CAS. IN		Policy Number 35A29200M9	Insurance Telephone (Use Area Code) 5807742321			
(11) Vehicle Removed by HYDRO AUTO SALVAGE & WRECKER S		Owner's Last Name	First	Middle	Suffix	
(12) Owner's Address		City	State	Zip	Towed Veh. Type	
(13) Citation Number		Statute/Ordinance Number	Citation Number	Statute/Ordinance Number		
(14) Unit 02	Occupants Type 01	Type D	Last Name WILSON	First ZACHARY	Middle ALLEN	Suffix
(15) Address 1927 SOUTH 15TH STREET		City CHICKASHA	State OK	Zip 73018	Telephone (Use Area Code) 5803524234	
(16) Driver License Number F080828644		State OK	Class D	Endorsement(s)	Restriction(s)	Inj. Sev.
(17) Ejected Extricated Test (% BAC) Transported by Air 1 1 1 5 0		To Medical Facility	License Plate Number 765LTH	State OK	Month 09	Year 2015
(18) VIN 3C63DRBL5CG268238		Vehicle Year 2012	Color BLK	2nd Color 0	Make DODG	Model RAM
(19) Insurance Company Name AMERICAN MERCURY INSURANCE		Policy Number BA350000001525	Insurance Telephone (Use Area Code) 5807654441			
(20) Vehicle Removed by HYDRO AUTO SALVAGE & WRECKER S		Owner's Last Name	First	Middle	Suffix	
(21) Owner's Address		City	State	Zip	Towed Veh. Type	
(22) Citation Number		Statute/Ordinance Number	Citation Number	Statute/Ordinance Number		
(23) Investigating Officer OFFICER THOMPSON		Sadge Number 102	Trp/Div. Assigned	Trp/Div. Location	Reviewer (Init.)	Reviewer Badge Number
Date of Report (mm/dd/yyyy) 09/26/2015						

Use of contents for commercial solicitation is unlawful

DPS-0152-01 REV 04/07

Case Number 2015035

Pg 2 of 4

(24) Unit	Injured <input type="checkbox"/>	Passenger <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(25) Address	City			State		Zip		Telephone (Use Area Code)	
(26) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(27) Unit	Injured <input type="checkbox"/>	Passenger <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(28) Address	City			State		Zip		Telephone (Use Area Code)	
(29) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(30) Unit	Injured <input type="checkbox"/>	Passenger <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(31) Address	City			State		Zip		Telephone (Use Area Code)	
(32) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	
(33) Unit	Injured <input type="checkbox"/>	Passenger <input type="checkbox"/>	Pos in Veh.	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
(34) Address	City			State		Zip		Telephone (Use Area Code)	
(35) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility		Property Type	

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit	Carrier Name	Address	
(37) City	State	Zip	
(38) U.S. DOT Number	NASIS Report Number	Placard Number	
	OK		
(39) Unit	Carrier Name	Address	
(40) City	State	Zip	
(41) U.S. DOT Number	NASIS Report Number	Placard Number	
	OK		

<b>Position in Vehicle</b>  00. Not Applicable 18. Front Row - Other 28. Second Row - Other 38. Third Row - Other 48. Fourth Row - Other 50. Sleeper Section of Truck Cab See manual for additional seating assignments	<b>Vehicle Configuration</b> 00. N/A 01. Passenger Veh.-2 Dr 02. Passenger Veh.-4 Dr 03. Passenger Veh. Conv. 04. Pickup 05. Single Unit Truck, 2 axles 06. Single Unit Truck, 3+ axles 07. School Bus 08. Truck/Trailer 09. Truck-Tractor (Bobtail) 10. Truck-Tractor Semi-Trailer 11. Truck-Tractor Double 12. Truck-Tractor Triple 13. Bus/Large Van 9-15 occupants including driver 14. Bus 16+ occupants including driver 15. Motorcycle 16. Motor Scooter Moped 17. Motor Home 18. Farm Machinery 19. ATV 20. SUV 21. Passenger Van 22. Truck more than 10,000 lbs., Cannot Classify 23. Van 10,000 lbs. or Less 24. Other 99. Unknown	<b>Cargo Body Type</b> 00. N/A 01. Bus 9-15 seats 02. Bus 16+ seats 03. Van / Enclosed Box / Stock Trailer 04. Cargo Tank 05. Flatbed 06. Intermodal 07. Dump Truck/Trailer 08. Concrete Mixer 09. Auto Transporter 10. Garbage/Refuse 11. Hopper (gran. chd./gravel) 12. Pole Trailer 13. Log Trailer 14. Vehicle Towing Vehicle 15. Other 99. Unknown
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Case Number 2015035

## OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT Pg 3 of 4

This unit will correspond to Unit 1 01 02 55		This unit will correspond to Unit 2 02 02 55		Pedestrian / Bicyclist Only Actions Prior to Collision Location at Time of Collision Safety Equip. Unit Number of Vehicle Bicyclist		Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
Type of Work Zone 1 Lane Closure 2 Lane Shift/Crossover 3 Work on Shoulder or Median 4 Intermittent or Moving Work 9 Unknown		Location of the Work Zone Collision 1 Before the First Work Zone Warning Sign 2 Advance Warning Area 3 Transition Area 4 Activity Area 5 Termination Area 9 Unknown		Workers Present Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>										
Light 1 1 Daylight 2 Dark-Not Lighted 3 Dark-Light 4 Dawn 5 Dusk 6 Dark-Unknown Lighting 7 Other 9 Unknown	What Vehicle Was Going to Do Unit 1 12 Unit 2 01 00 Not Applicable 01 Go Ahead 02 Turn Left 03 Turn Right 04 Make "U" Turn 05 Stop 06 Slow for Cause 07 Start from Park/Stop 08 Change Lanes 09 Overtake 10 Pass 11 Back 12 Remain Stopped 13 Remain Parked 14 Enter/Merge in Traffic 15 Negotiate a Curve 16 Park 17 Other 99 Unknown	Underride/Overide Unit 1 Unit 2 0 Not Applicable 1 No Underride or Override 2 Underride, Compartment Intrusion 3 Underride, No Compartment Intrusion 4 Underride, Compartment Intrusion Unknown 5 Override, Motor Vehicle in Transport 6 Override, Other Motor Vehicle 9 Unknown	Traffic Control Unit 1 01 Unit 2 01 00 No Control 01 Stop Sign 02 Traffic Signal 03 Flashing Traffic Signal 04 School Zone Signs 05 Yield Sign 06 Warning Sign 07 Railroad Advance Warning Sign 08 Railroad Cross Bucks 09 Railroad Gates 10 Railroad Signal 11 No Passing Zone 12 Person (including flagger, law enforcement, crossing guard, etc.) 13 Abnormal Control 14 Other 99 Unknown	Road Surface Conditions Unit 1 01 Unit 2 01 01 Dry 02 Wet 03 Ice/Frost 04 Snow 05 Mud, Dirt, Gravel 06 Slush 07 Water (standing, moving) 08 Sand 09 Oil 10 Other 99 Unknown	Road Character Unit 1 Unit 2 1 Level 2 Hillcrest 3 Uphill 4 Downhill 5 Sag (bottom) Road Alignment Unit 1 Unit 2 1 Straight 2 Curve - Left 3 Curve - Right	Road Surface Type Unit 1 Unit 2 1 Concrete 2 Asphalt 3 Gravel 4 Dirt 5 Brick 6 Other 9 Unknown	Driver Distracted by Unit 1 0 Unit 2 1 0 Not Applicable/None 1 Electronic Communication Devices 2 Other Electronic Device 3 Other Inside Vehicle 4 Other Outside Vehicle 9 Unknown	Trafficway Unit 1 2 Unit 2 2 0 Not Applicable 1 One Way 2 Two-Way - Not Divided 3 Two-Way - Divided 4 Two-Way - Divided - Positive Median Barrier 5 Turn Lane 6 Ramp / Loop 7 Driveway 8 Alley / Parking Lot 9 Unknown	Vehicle Removal Unit 1 1 Unit 2 1 0 Not Applicable 1 Towed Due to Vehicle Damage 2 Towed For Reasons Other Than Damage 3 Remained at Scene 4 Driven from Scene 9 Unknown	Vehicle Condition Unit 1 01 Unit 2 01 00 Not Applicable 01 Apparently Normal 02 Brakes 03 Headlights 04 Steering 05 Tail Lights 06 Brake Lights 07 Tires/Wheels 08 Suspension 09 Signal lights 10 Windows 11 Truck Coupling/Trailer Hitch/Safety Chains 12 Mirrors 13 Wipers 14 Power Train	Special Function of Vehicle Unit 1 00 Unit 2 00 00 Not Applicable 01 School Bus 02 Transit Bus 03 Intercity Bus 04 Charter Bus 05 Other Bus 06 Military 07 OHP 08 Other Police 09 Other Law Enforcement 10 Ambulance 11 Fire Truck 12 Public Owned Vehicle 13 Highway Equipment 14 Special Mobilized Machine 15 Other	Emergency Vehicle Responding to an Emergency Unit 1 0 Unit 2 0 0 N/A 1 Yes	Unsafe / Unlawful Contributing Factors Unit 1 98 Unit 2 71 FAILED TO YIELD 01 From Stop Sign 02 From Yield Sign 03 Private Drive 04 County Road at Through Highway 05 From Signal Light 06 From Alley 07 To Pedestrian 08 To Vehicle on Right 09 To Vehicle in Intersection 10 To Emergency Vehicles 12 Other FOLLOWED TOO CLOSELY 13 Human Element 14 Traffic Condition 15 Weather Condition UNSAFE SPEED 16 Driver's Ability (Aged) 17 Inexperienced Driver - Young 18 Exceeding Legal Limit 19 For Traffic Conditions 20 For Type of Roadway (Gravel, Dirt, etc.) 21 For Ice or Snow on Roadway 22 Rain or Wet Roadway 23 Wind 24 Other Weather Conditions 25 Vehicle Condition 26 View Obstruction 27 On Curve/Turn 28 Impeding Traffic 29 Other IMPROPER TURN 30 From Wrong Lane 31 From Direct Course 32 Right 33 Left 34 Turn About/U-Turn 35 To Enter Private Drive 36 In Front of Oncoming Traffic 37 Other CHANGED LANES UNSAFELY 38 STOPPED IN TRAFFIC LANE FAILED TO STOP 40 For Stop Sign 41 For Traffic Signal 42 For School Bus 43 For Railroad Gates/Signal 44 For Officer/Flagman 45 At Sidewalk/Stopline 46 Other UNSAFE VEHICLE 47 Brakes 48 Steering	49 Tires 50 Suspension 51 Headlights 52 Tail Lights 53 Stop Lights 54 Wheel 55 Exhaust System 56 Windshield Wipers 57 Other Mechanical Defects LEFT OF CENTER 58 In Meeting 59 No Passing Zone (Unmarked) 60 Marked Zone 61 Other IMPROPER OVERTAKING 62 In Marked Zone 63 On Hill/Curve 64 At Intersection 65 Without Sufficient Clearance 66 Other IMPROPER PARKING 67 On Roadway 68 Where Prohibited 69 Other INATTENTION 70 Distracted by Passenger in Vehicle 71 Other Distraction Inside Vehicle 72 Distraction From Outside Vehicle 73 Other WRONG WAY 74 On One Way 75 On Exit Ramp 76 On Entrance Ramp 77 Other IMPROPER START FROM 78 Parked Position 79 Other 80 ALCOHOL-DUI/DWI 81 DRUG-DUI OTHER IMPROPER ACT/ MOVEMENT 82 Failed to Signal 83 Disregarded Warning Signal 84 Improper Use of Lane 85 Improper Backing 86 Apparently Sleepy 87 Failed to Secure Load 88 Other/Unknown UNKN/NO IMPROPER ACT 89 Deer in Roadway 90 Animal in Roadway 91 Domestic Animal in Rdwy 92 Avoiding Other Vehicle 93 Avoiding Pedestrian 94 Object/Debris in Roadway 95 Defect in Roadway 96 Abnormal Traffic Control 97 Improper Bicyclist Action 98 NO IMPROPER ACTION BY DRIVER 99 PEDESTRIAN ACTION
Weather 03 01 Clear 02 Fog/Smog/Smoke 03 Cloudy 04 Rain 05 Snow 06 Sleet/Hail (Freezing Rain/Drizzle) 07 Severe Crosswind 08 Blowing Snow 09 Blowing Sand, Soil, Dirt 10 Other 99 Unknown	Locality 7 1 Residential 2 Business 3 Industrial 4 School 5 Not Built-up 6 Mixed Use 7 Other 9 Unknown	Type of Intersection 0 0 Not an Intersection 2 Y-Intersection 3 T-Intersection 4 Four-Way Intersection 5 Five-Point or More Intersection as Part of Interchange 6 Traffic Circle 7 Roundabout 9 Unknown	Incident Type 00 00 Not an Incident 51 Private Property 52 Deliberate Intent 53 Medical Condition 54 Legal Intervention 55 Suicide 57 Drowning 58 Other	Location of First Harmful Event 01 01 On Roadway 02 Shoulder 03 Median 04 Roadside 05 Gore 06 Separator 07 Parking Lane/Zone 08 Off Roadway, Location Unknown 09 Outside Right-of-Way 10 Other 99 Unknown	Point of First Contact on Vehicle Unit 1 07 Unit 2 01 Most Damaged Area Unit 1 07 Unit 2 01 00 Not Applicable 13 Top									

Case Number 2015035

Latitude

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Longitude

N				
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Railroad Crossing Number

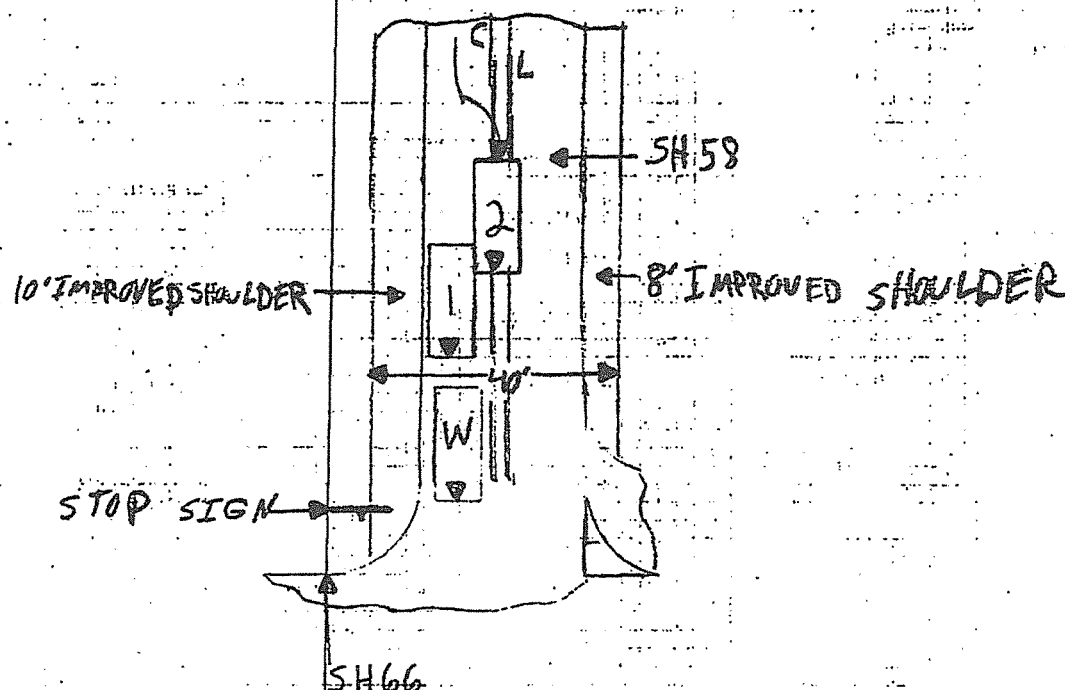
W			
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Roadway Orientation

Unit Number	01	NE	SW	S
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Pg 4 of 4

Unit Number	02	NE	SW	S
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## COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Hazardous Event	First Harmful Event for the Entire Collision
01	34	00	00	00	34	34
Unit	First Event	Second Event	Third Event	Fourth Event	Most Hazardous Event	
02	34	00	00	00	00	

- 00. Not Applicable
- 10. Overturn/Rollover
- 11. Fire/Explosion
- 12. Immersion
- 13. Jackknife
- 14. Cargo/Equipment Loss or Shift
- 15. Equipment Failure (Blown Tire, Brake Failure, etc.)
- 16. Separation of Units
- 17. Departed Road Right
- 18. Departed Road Left
- 19. Cross Median/Centerline
- 20. Downhill Runaway

- 21. Fell/Jumped From Motor Vehicle
- 22. Thrown Or Falling Object
- 23. Other Non-Collision
- PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:
- 30. Pedestrian
- 31. Pedal Cycle
- 32. Railway Vehicle (train, engine)
- 33. Animal
- 34. Motor Vehicle In Transport
- 35. Parked Motor Vehicle
- 36. Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle

- 37. Work Zone/Maintenance Equipment
- 38. Other Non-Fixed Object
- FIXED OBJECT:
- 40. Barrier (Cable)
- 41. Barrier (Concrete)
- 42. Barrier (Other)
- 43. Fence Pole
- 44. Fence
- 45. Traffic Signal Support
- 46. Traffic Sign Support
- 47. Utility Pole/Light Support
- 48. Other Post/Pole/Support
- 49. Guardrail/Guardrail Face
- 50. Guardrail End
- 51. Culvert
- 52. Curb
- 53. Island
- 54. Sand Barrels
- 55. Impact Attenuator/ Crash Cushion
- 56. Pavement Drop-Off
- 57. Ditch
- 58. Embankment
- 59. Tree (Standing)
- 60. Dividing Strip
- 61. Retaining Wall
- 62. Bridge Abutment
- 63. Bridge Pier or Support
- 64. Bridge Rail
- 65. Bridge Post
- 66. Bridge Curb
- 67. Bridge Super Structure (Beams)
- 68. Bridge Overhead Structure
- 69. Delineator
- 70. Mailbox
- 71. Other Fixed Object
- 72. Other Highway Structure
- 73. Ground
- 99. Unknown

## Remarks

UNIT 1 WAS STOPPED BEHIND ANOTHER VEHICLE (BOTH FACING SOUTH) AT A STOP SIGN AT SH58 AND SH66 (INTERSECTION). UNIT 2 WAS TRAVELING SOUTH ON SH58. THE DRIVER OF UNIT 2 STATED HE DROPPED HIS PHONE INSIDE HIS VEHICLE. THE DRIVER OF UNIT 2 ATTEMPTED TO GET HIS DROPPED PHONE. UNIT 2 SWERVED INTO THE NORTHBOUND LANE. UNIT 2 THEN SWERVED TO THE SOUTHBOUND LANE. UNIT 2'S FRONT SIDE AREA MADE CONTACT WITH UNIT 1'S REAR DRIVER'S SIDE, CAUSING A COLLISION. THE AOI WAS 91 FEET NORTH OF THE NORTH EDGE OF U.S. ROUTE 66, 18 FEET EAST OF THE WEST EDGE OF HWY 58.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.

DPS: 0192-04 REV 0107

# **EXHIBIT 2**





P.O. Box 209040  
Austin, TX 78720  
(800) 503-3724

October 23, 2015

Clayton B. Bruner, PLLC  
Weatherford Law Center  
2811 East Main Street  
Weatherford, OK 73096

RE:	OUR INSURED:	Zachary Wilson Welding
	OUR FILE NUMBER:	OKBA-00000900
	DATE OF LOSS:	09/25/15
	YOUR CLIENTS:	Stacey and Todd Wright

Dear Mr. Bruner:

I am in receipt of your letter dated October 23, 2015 regarding the above referenced claim. This file has been transferred to me for further handling.

My understanding of the property damage to your client's vehicle is that we did a preliminary estimate and then asked your client to move the vehicle to a body shop so it could be torn down and a more accurate estimate could be written. However, based on the amounts you are quoting in your letter regarding the estimated value of your client's vehicle should it be determined a total loss or the amount of diminished value it would have should it be repaired, it has become clear that we will have a limits issue.

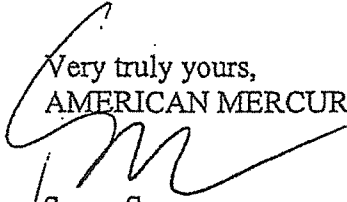
Our policy is a business policy with a combined single limit and we have the property damage from your client's vehicle, her injury claim and the property damage to a second vehicle and a bodily injury claim to the passenger in that vehicle which all must be settled out of that single limit.

I have asked our insured for permission to release his policy limits and he has declined to release his limit. However, the value of your client's vehicle alone is close to our limit.

Therefore, I would recommend that your client use her own auto insurance carrier to take care of the damages to her vehicle as that is the fastest way to get her damages resolved and the only way she will get paid for 100% of her damages.

If you have any questions or would like to discuss this claim, please contact me at (800) 503 3724 x44549

Very truly yours,  
AMERICAN MERCURY INSURANCE COMPANY



Susan Swanson  
Senior Claims Specialist  
800-503-3724 ext.44549

EXHIBIT 14



American National Corporate Centre  
1949 East Sunshine  
Springfield, MO • 65899-0001  
417-887-0220 • Fax 417-887-1801  
<http://www.anpac.com>

American National Property And Casualty Co.  
American National General Insurance Co.  
American National Lloyds Insurance Co.  
Pacific Property And Casualty Co.  
ANPAC Louisiana Insurance Co.  
American National County Mutual Insurance Co.

October 28, 2015

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
ARTICLE #7008 0150 0001 0047 8445

Stacey Wright  
24352 East 1030 Road  
Weatherford, OK 73096-7504

Re: Policy #35-A-29200M  
Date of Loss: September 25, 2015  
Claim #35-A-2Y0996

Dear Ms. Wright:

As you know, we have been called upon to handle a claim growing out of an incident on or about September 25, 2015, involving your 2015 Chevy Suburban. Pursuant to such request, we are investigating the incident. However, our conduct in doing so is not intended to be, and shall not operate in any way as a waiver or invalidation of any of the conditions of the referenced policy or of any rights the insurance company has under the policy or to assert nonliability because of violation of policy provisions.

There appear to be reasons why the insurance company might not have an obligation to you with respect to such incident. The intent of the insurance company is to provide, without prejudice to the rights of the insurance company, an investigation into the facts of the incident.

Our present information is that coverage might not exist for you with respect to this incident because of late reporting. The policy reads in part as follows:

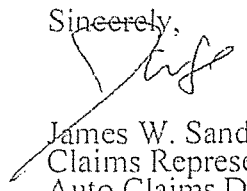
#### INSURED'S DUTIES IN CASE OF AN AUTO ACCIDENT OR LOSS

The following are duties you must perform. Failure to perform these duties may result in no coverage.

- (1) Notify us promptly. The notice must give the time, place, and circumstances of the accident or loss, including the names and addresses of injured persons and witnesses.

The insurance company reserves the right at any future time to assert any of the foregoing, as well as any other reason that becomes apparent or into existence, as a reason for declining to provide further handling with respect to said incident.

Sincerely,

  
James W. Sanders  
Claims Representative  
Auto Claims Division  
American National Property And Casualty Company  
#1-800-333-2861, Extension #2722  
[james.sanders@AmericanNational.com](mailto:james.sanders@AmericanNational.com)

mb/c3



EXHIBIT 15

disclosure of the information contained in this transmission, including any attachments, for any purpose other than that intended by its transmittal is strictly prohibited. Unauthorized interception of this email is a violation of federal criminal law. If you are not an intended recipient of this transmission, please immediately destroy all copies received and notify the sender.



WRIGHT ACK LTR.pdf

624K

Clayton Bruner <claybrunerlaw@gmail.com>  
To: "Sanders, James" <James.Sanders@americannational.com>

Fri, Nov 6, 2015 at 12:06 PM

Mr. Sanders,

I am in receipt of your correspondence to my clients dated October 28, 2015. Again, please send any and all future correspondence directly to me. Thank you in advance.

ANPAC cannot seriously be reserving its rights to deny coverage for my clients' claim based on the "Notice" requirement in the policy. That must be a joke. My clients notified their insurance agent of the MVA immediately after the accident. Accordingly, ANPAC had timely notice of the accident. My clients are not responsible for the dilatory acts of their agent if the agent failed to notify ANPAC. My clients' agent advised that their ANPAC policy should not come into play since the tortfeasor was insured. Once it was clear that the tortfeasor was underinsured, I immediately notified ANPAC (directly) of my clients' first party claim. My notice to you was approximately one month after the accident. Despite the fact that my clients notified their agent of the MVA the day of or the day after the accident - and thus ANPAC had notice at that time - my notice to ANPAC was still timely.

As you know, Oklahoma is not friendly to insurers in the first-party context. In other words, Oklahoma bad faith law is pro insured. My clients have made a first-party claim. ANPAC's nonsensical reservation of rights ("ROR") letter directly to my clients (after I advised you to direct all further communication to me) is unreasonable and amounts to a thinly veiled threat. That type of response by an insurer in the first-party context is unacceptable under Oklahoma law. ANPAC has no business threatening my clients with a ROR letter based on a delay in notice. ANPAC's actions are unreasonable and potentially in bad faith.

Accordingly, please retract ANPAC's baseless ROR letter regarding a delay in notice. I understand that ROR letters are standard in the industry. However, ANPAC's present ROR letter is absurd.

I look forward to hearing from you regarding this matter.

Best regards,  
Clay

Clayton B. Bruner, P.L.L.C.  
Attorney at Law  
The Weatherford Law Center  
2811 E. Main  
Weatherford, Ok 73096

#### Confidentiality

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me by telephone at (580) 774-5363 and permanently delete the original and any copy of any e-mail and any printout

[REDACTED]

EXHIBIT 16





American National Corporate Centre  
1949 East Sunshine  
Springfield, MO • 65899-0001  
417-887-0220 • Fax 417-887-1801  
<http://www.anpac.com>

American National Property And Casualty Co.  
American National General Insurance Co.  
American National Lloyds Insurance Co.  
Pacific Property And Casualty Co.  
ANPAC Louisiana Insurance Co.  
American National County Mutual Insurance Co.

November 9, 2015

CLAY BRUNER LAW  
2811 E MAIN ST  
WEATHERFORD, OK 73096-2607

RE: Claim # 35-A-2Y0996  
Insured: TODD WRIGHT  
Date of Loss: September 25, 2015

Dear Counsel:

We hereby retract our reservation of rights for late reporting.

Sincerely,

A handwritten signature in cursive script that reads "James W. Sanders".

James Sanders

Claims Representative • American National Property And Casualty  
800-333-2861 x2722 (Direct) 417-877-5317 (Fax)  
[James.Sanders@AmericanNational.com](mailto:James.Sanders@AmericanNational.com)



"Members of the American National Family of Companies"

CLAY BRUNER LAW  
2811 E MAIN ST  
WEATHERFORD, OK 73096-2607

EXHIBIT 17



Clayton Bruner &lt;claybrunerlaw@gmail.com&gt;

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**Your Insureds - Todd and Stacey Wright, Claim No. 35A2Y0996**

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Clayton Bruner &lt;claybrunerlaw@gmail.com&gt;

Fri, Nov 6, 2015 at 2:34 PM

To: "Sanders, James" &lt;james.sanders@americannational.com&gt;

~~Re: Stacey Wright, 35A2Y0996, @Americannational.com~~

Mr. Sanders,

Attached please find the relevant documents you requested my client, Stacey Wright, to sign. Mrs. Wright is not making a claim for lost wages at this time so the employment authorization and tax returns are irrelevant. There are also two bills attached. I will continue to send bills as they are received. Please let me know if you have any questions.

Best regards,  
Clay Bruner

Clayton B. Bruner, P.L.L.C.

Attorney at Law

The Weatherford Law Center

2811 E. Main

Weatherford, Ok 73096

**Confidentiality**

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----- Forwarded message -----

From: Clayton Bruner &lt;claybrunerlaw@gmail.com&gt;

Date: Fri, Nov 6, 2015 at 12:06 PM

Subject: Re: Your Insureds - Todd and Stacey Wright, Claim No. 35A2Y0996

To: "Sanders, James" &lt;James.Sanders@americannational.com&gt;

Mr. Sanders,

I am in receipt of your correspondence to my clients dated October 28, 2015. Again, please send any and all future correspondence directly to me. Thank you in advance.

ANPAC cannot seriously be reserving its rights to deny coverage for my clients' claim based on the "Notice"

11/18/2015

Gmail - Your Insureds - Todd and Stacey Wright, Claim No. 35A2Y0996

requirement in the policy. That must be a joke. My clients notified their insurance agent of the MVA immediately after the accident. Accordingly, ANPAC had timely notice of the accident. My clients are not responsible for the dilatory acts of their agent if the agent failed to notify ANPAC. My clients' agent advised that their ANPAC policy should not come into play since the tortfeasor was insured. Once it was clear that the tortfeasor was underinsured, I immediately notified ANPAC (directly) of my clients' first party claim. My notice to you was approximately one month after the accident. Despite the fact that my clients notified their agent of the MVA the day of or the day after the accident - and thus ANPAC had notice at that time - my notice to ANPAC was still timely.

As you know, Oklahoma is not friendly to insurers in the first-party context. In other words, Oklahoma bad faith law is pro insured. My clients have made a first-party claim. ANPAC's nonsensical reservation of rights ("ROR") letter directly to my clients (after I advised you to direct all further communication to me) is unreasonable and amounts to a thinly veiled threat. That type of response by an insurer in the first-party context is unacceptable under Oklahoma law. ANPAC has no business threatening my clients with a ROR letter based on a delay in notice. ANPAC's actions are unreasonable and potentially in bad faith.

Accordingly, please retract ANPAC's baseless ROR letter regarding a delay in notice. I understand that ROR letters are standard in the industry. However, ANPAC's present ROR letter is absurd.

I look forward to hearing from you regarding this matter.

Best regards,  
Clay

Clayton B. Bruner, P.L.L.C.  
Attorney at Law  
The Weatherford Law Center  
2811 E. Main  
Weatherford, Ok 73096

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On Thu, Oct 29, 2015 at 3:16 PM, Sanders, James <James.Sanders@americannational.com> wrote:

Mr. Bruner

Please see the attached Acknowledgment letter. I have ordered the certified policy and declarations. I will forward those to you once available. I will contact you once I have the estimate on the Wright's vehicle.

Thank you.

James W. Sanders

Claims Representative - Auto Claims Division

American National | 1949 E. Sunshine | Springfield, Missouri 65899 | 800-333-2861, ext. 2722

Fax: 417-887-5005

E-mail: james.sanders@americannational.com

SMART THINKING, REWARDED™

**From:** Clayton Bruner [mailto:claybrunerlaw@gmail.com]

**Sent:** Tuesday, October 27, 2015 4:30 PM

**To:** Sanders, James

**Subject:** Your Insureds - Todd and Stacey Wright, Claim No. 35A2Y0996

Dear Mr. Sanders,

Attached please find a letter and exhibits. I look forward to hearing from you regarding this matter.

Best regards,

Clay Bruner

Clayton B. Bruner, P.L.L.C.

Attorney at Law

The Weatherford Law Center

2811 E. Main

Weatherford, Ok 73096

Confidentiality


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11/18/2015

Gmail - Your Insureds - Todd and Stacey Wright, Claim No. 35A2Y0996

American National has changed its email addresses to FirstName.LastName@AmericanNational.com. Please update my email address in your contact list, if applicable, at your earliest convenience.

Confidentiality: This transmission, including any attachments, is solely for the use of the intended recipient(s). This transmission may contain information that is confidential or otherwise protected from disclosure. The use or disclosure of the information contained in this transmission, including any attachments, for any purpose other than that intended by its transmittal is strictly prohibited. Unauthorized interception of this email is a violation of federal criminal law. If you are not an intended recipient of this transmission, please immediately destroy all copies received and notify the sender.

 Documents sent to ANPAC - Executed Med Auth, 2 bills, etc..pdf  
1411K

Claim Number: 35-A-2Y0996

**Injured Party Information Form**  
(To be completed by Injured Party or their legal representative)

*A Mandatory Insurer Reporting Law (Section 111 of Public Law 110-173) requires certain insurers to verify Medicare eligibility through the Center for Medicare Services (CMS) when considering claims that involve bodily injury. This law requires that we collect certain information to verify possible Medicare Eligibility and assist CMS to properly coordinate payment of benefits among any applicable plans.*

*The request for this information is not an admission of liability and/or coverage by the company. However, this information may be required prior to any payment and/or resolution of your claim. We are asking you to answer the questions below so that we may comply with this law.*

*Please return the completed form to:* American National Property And Casualty  
1949 E Sunshine St  
Springfield, Missouri 65899-0001

Full Name: (Please print the name exactly as it appears on your Social Security card or Medicare card if available.)

Are you presently, or have you ever been, enrolled in Medicare?

☐ YES ☒ NO

Medicare Claim Number:

Are your Medicare benefits administered through a Medicare Advantage Plan? ☐ YES ☐ NO

If Yes, please state the Medicare Advantage Plan's name: \_\_\_\_\_

Plan ID Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Social Security Number: (If Medicare Claim Number is Unavailable)

444-82-~~382~~

Date of Birth:

4/30/82

Gender:

Female

**Certification**

*By signing below, I certify that the information provided above and attached is true and correct. I understand the information provided is to assist in the accurate coordination of benefits with Medicare and to meet reporting obligations under Medicare law.*

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Stacey Wright

Printed Name

11/3/15

Date

Stacey Wright

Signature: Injured Party or Legally  
Authorized Representative

Relationship to Injured Party



Claim # 35-A-2Y0996  
Name: TODD WRIGHT

List of Treating Physicians or Providers

Provider: Dr. J Huser III  
Address: 3725 Legacy  
City: Weatherford State: OK Zip Code: 73096  
Patient Account # \_\_\_\_\_  
Phone: (580) 772-3331

Provider: Weatherford Physical Therapy  
Address: 3730 Legacy  
City: Weatherford State: OK Zip Code: 73096  
Patient Account # \_\_\_\_\_  
Phone: (580) 772-2604

Provider: Tara Harris  
Address: 701 E. Main, Suite F Legacy Bank Plaza  
City: Weatherford State: OK Zip Code: 73096  
Patient Account # \_\_\_\_\_  
Phone: (580) 302-1876

Provider: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Patient Account # \_\_\_\_\_  
Phone: \_\_\_\_\_

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Claim # 35-A-2Y0996

**AUTHORIZATION FOR RELEASE OF  
MEDICAL INFORMATION TO**  
American National Property And Casualty (American National)

From \_\_\_\_\_

This authorization or photocopy or electronic copy hereof, will authorize the above-named provider to furnish the entire record they may have regarding my condition while under observation or treatment to a representative of American National Property And Casualty, also referred to as American National, including pertinent information on file, emergency room notes, consultation notes, operative and/or procedure reports, lab reports, imaging/radiology reports, nursing notes, MD or chiropractic progress notes, MD or chiropractic notes, or medical history, so American National may investigate my claim for medical benefits. I understand that some of the information requested is to assist in the accurate coordination of benefits with Medicare and to meet reporting obligations under Medicare law. You are authorized to provide this information. I understand that I may revoke this authorization at any time by written request to my American National Claims Representative. This authorization will expire 24 months from the date of my signature. I understand I may receive a copy of this authorization on request.

I understand that as part of the claim handling process, American National may disclose medical or other information obtained by this authorization to physicians, dentists, other medical or healthcare providers or other professionals for their review and professional opinion. I understand that I may refuse to authorize disclosure of all or some of the requested information, but that refusal may potentially cause a delay in processing, or result in the denial of, insurance benefits for any pending injury or medical claim(s).

Date: 10/29/15

Stacey Wright  
Signature of patient/legal representative

Stacey Wright 444-834-882 4/30/82  
(Print patient name, SSN, and Date of Birth)

\_\_\_\_\_  
Relationship to patient [if other than patient signs]

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Stacey Wright

Medical

9/29/15	\$70	Tara Harris	
10/21/15	\$70	Tara Harris	
10/23/15	\$35	Dr. J Huser III	(copay)
10/26/15		Physical Therapy	
10/28/15		Physical Therapy	
10/30/15		Physical Therapy	
11/2/15		Physical Therapy	
11/4/15		Physical Therapy	
11/6/15		Physical Therapy	(scheduled- I don't know after dates)



# VISIT RECORD RECEIPT

## THERAPEUTIC MASSAGE BY TARA & MCKENZIE CERTIFIED MASSAGE THERAPISTS

701 E. MAIN, SUITE E  
LEGACY BANK PLAZA  
WEATHERFORD, OK 73096

TARA HARRIS: 580.302.1876

NAME: STACEY WRIGHT  
ADDRESS: 24352 E. 1030 RD.  
WEATHERFORD, OK 73096  
PHONE: 580.302.1849

PAYMENT METHOD		CHECK NO.	SERVICE
CASH	CHECK	1800	THERAPEUTIC MASSAGE

DATE	SERVICE DESCRIPTION	RATE	TOTAL
09.29.15	60 MINUTE THERAPEUTIC MASSAGE TREATMENTS WITH HOT STONES, HOT STEAM TOWEL WRAPS, FOOT SCRUB TREATMENT + YOUNG LIVING THERAPEUTIC GRADE AROMATHERAPY	\$50.00 PER HOUR	\$60.00
		\$10.00	

TOTAL PAID: \$70.00  
THERAPIST SIGNATURE: Tara Harris, CMT

WE APPRECIATE YOUR BUSINESS!



# VISIT RECORD RECEIPT

## THERAPEUTIC MASSAGE BY TARA & MCKENZIE CERTIFIED MASSAGE THERAPISTS

701 E. MAIN, SUITE F  
LEGACY BANK PLAZA  
WEATHERFORD, OK 73096

TARA HARRIS: 580.302.1876

NAME: STACEY WRIGHT  
ADDRESS: 1452 E. 1030 RD.  
WEATHERFORD, OK 73096  
PHONE: 580.302.1849

PAYMENT METHOD	CHECK NO.	SERVICE
CASH <u>CHECK</u>	1808	THERAPEUTIC MASSAGE

DATE	SERVICE DESCRIPTION	RATE	TOTAL
10.21.15	60 MINUTE THERAPEUTIC MASSAGE TREATMENTS WITH HOT STONES, HOT STEAM TOWEL WRAPS, FOOT SCRUB TREATMENT YOUNG LIVING THERAPEUTIC GRADE AROMATHERAPY	\$50.00 PER HOUR  \$10.00	\$60.00

TOTAL PAID: <u>\$70.00</u>
THERAPIST SIGNATURE: <u>TARA HARRIS</u>

WE APPRECIATE YOUR BUSINESS!

## Clinical Summary

### Table of Contents

Patient Demographics  
Emergency Contacts  
Care Providers  
Visit Information  
Chief Complaint and Reason for Visit  
Social History  
Problem List  
Medication List  
Current Allergies and Adverse Reactions  
Procedures/Laboratory Tests  
Immunization  
Vital Signs  
Instructions  
Medications Administered  
Diagnostic Test Results  
Reason for Referral  
Plan Of Care

### Patient Demographics

**Name:** Stacey Wright

**Birthdate:** April 30, 1982

**Gender:** F

**Race:** 2106-3 (White)

**Ethnicity:** 2186-5 (Not Hispanic or Latino)

**Language:**  
code: eng (preferred)

#### Contact Information:

Tel (Primary Home): (580)302-1849

Primary Home:  
24352 E. 1030 Rd  
Weatherford, OK 73096

#### Default Provider Organization:

J.M. Huser, III, M.D.

Tel (Workplace): (580)772-3331  
Fax (Workplace): (580)774-1451  
Tel (Workplace): (580)772-3331  
Fax (Workplace): (580)774-1451

Workplace:  
3725 Legacy Street  
Weatherford, OK 73096-9746

### Emergency Contacts

#### Emergency Contact:

Todd B Wright

Tel (Primary Home): (580)302-1849

Primary Home:  
24352 E 1030 Rd  
Weatherford, OK 73096

EXHIBIT 18

**AMERICAN NATIONAL PROPERTY & CASUALTY**

PACIFIC PLAINS DIVISION  
FOR SUPPLEMENTS, CONTACT APPRAISER  
AT CELL # BELOW

jerry.samuels@americannational.com

1949 E. SUNSHINE

SPRINGFIELD, MO 65899

Phone: (405) 306-4976

Fax: (417) 877-5230

Claim #:

Workfile ID:

35-A-2Y0996-V1

a21c9b07

**Estimate of Record**

Written By: JERRY SAMUELS, 11/03/2015 9:33:07 AM

Adjuster: Sanders, James

Insured:	TODD WRIGHT	Owner Policy #:	35A29200M	Claim #:	35-A-2Y0996-V1
Type of Loss:	Collision	Date of Loss:	09/25/2015 06:22 PM	Days to Repair:	0
Point of Impact:	07 Left Rear	Deductible:	1000.00		

<b>Owner (Insured):</b>	<b>Inspection Location:</b>	<b>Appraiser Information:</b>	<b>Repair Facility:</b>
TODD WRIGHT 24352 E 1030 RD WEATHERFORD, OK 73096-0000 (580) 774-2636 Evening (580) 774-9011 Cellular	CUMMINS AUTO GROUP 1300 N. AIRPORT RD. WEATHERFORD, OK 73096 Other (580) 772-5521 Business	jerry.samuels@americannational.com (405) 306-4976	UNKNOWN AT INSPECTION

**VEHICLE**

Year:	2015	Color:	RED Int: GRAY	License:	280LSJ	Production Date:	05/2015
Make:	CHEV	Body Style:	4D UTV	State:	OK	Odometer:	4667
Model:	K1500 4X4 SUBURBAN LT	Engine:	8-5.3L-FI	VIN:	1GNSKJKC6FR704991	Condition:	

**TRANSMISSION**

Automatic Transmission

Overdrive

4 Wheel Drive

**POWER**

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

Power Passenger Seat

Memory Package

Power Adjustable Pedals

**DECOR**

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Backup Camera w/Parking Sensors

Entertainment Center

Remote Starter

Home Link

CD Player

Auxiliary Audio Connection

Premium Radio

Satellite Radio

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

Positraction

Bucket Seats

Reclining/Lounge Seats

Leather Seats

Heated Seats

Rear Heated Seats

3rd Row Seat

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

Metallic Paint

**OTHER**

Fog Lamps

Rear Spoiler

Signal Integrated Mirrors

**TRUCK**



Claim #: 35-A-2Y0996-V1  
Workfile ID: a21c9b07

**Estimate of Record**

2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

Dual Mirrors  
Privacy Glass  
Console/Storage  
**CONVENIENCE**  
Air Conditioning

**RADIO**  
AM Radio  
FM Radio  
Stereo  
Search/Seek

Lane Departure Warning  
**ROOF**  
Luggage/Roof Rack  
Electric Glass Sunroof  
**SEATS**

Rear Step Bumper  
Trailer Hitch  
Trailer Package  
Running Boards/Side Steps  
Power Trunk/Gate Release

Claim #: 35-A-2Y0996-V1  
 Workfile ID: a21c9b07

**Estimate of Record**

2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>ELECTRICAL</b>					
2	*	Repl Compressor	22797525	1	296.61	1.0 M	
3		Repl LT Rear sensor	23152100	1	82.18 m	0.4 M	
4		<b>WHEELS</b>					
5		Repl LT/Rear Wheel 22" code: SGF	22905550	1	895.00 m	0.3	
6		<b>SEATS &amp; TRACKS</b>					
7		R&I R&I second row seat bench seat				Incl.	
8		R&I LT R&I third row seat				Incl.	
9		<b>PILLARS, ROCKER &amp; FLOOR</b>					
10		Sect LT Uniside assy lock pillar	23431112	1	569.17 s	5.0	1.0
11		Repl LT Running board	22813700	1	268.28	1.0	
12		Repl LT Uniside assy extension	22786531	1	12.52		
13		<b>FRONT DOOR</b>					
14	*	Rpr LT Outer panel Suburban				3.5	2.1
15		Overlap Major Adj. Panel					-0.4
16		R&I LT Belt molding				0.3	
17		R&I LT Upper molding				0.2	
18		Repl LT Nameplate "SUBURBAN"	15825694	1	49.00	0.2	
19		R&I LT Mirror assy w/power fold w/o blind spt				0.4	
20		R&I LT Handle, outside paint to match				0.4	
21		R&I LT R&I trim panel				0.4	
22		<b>REAR DOOR</b>					
23		Repl LT Door shell Suburban	22957424	1	881.51	4.6	3.1
24		Overlap Major Adj. Panel					-0.4
25		Repl LT Lower seal	20963593	1	29.17		
26		Repl LT Rear seal	23455371	1	73.08		
27		Repl LT Surround w'strip	23277121	1	89.45	Incl.	
28		R&I LT W'strip on body				Incl.	
29		Repl LT Applique rear	22837467	1	66.08	Incl.	
30		Repl LT Applique front	20963322	1	55.16	Incl.	
31		R&I LT Belt w'strip				Incl.	
32		R&I LT Door glass GM w/dark tint				Incl.	
33		R&I LT Fixed glass GM w/dark tint				Incl.	
34		R&I LT Handle, outside w/o extd range remote paint to matc				Incl.	
35		R&I LT R&I trim panel				Incl.	
36		<b>QUARTER PANEL</b>					
37		Repl LT Quarter panel	22979707	1	861.88	18.5	3.4
38		Overlap Major Adj. Panel					-0.4
39		Deduct for Rear Bumper R&I				-1.0	
40		Deduct for Overlap				-1.0	

Claim #: 35-A-2Y0996-V1  
Workfile ID: a21c9b07

## Estimate of Record

2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

41	Repl	Fuel door	22796503	1	22.07	0.3	0.3
42	Repl	LT Fuel pocket	22819288	1	39.25		
43	Repl	LT Wheelhouse liner Suburban	23264145	1	52.63	Incl.	
44	Repl	LT Wheelhouse liner retainer	1605396	1	3.47		
45	Repl	LT Wheelhouse liner nut front	11610510	1	1.05		
46	Repl	LT Wheelhouse liner nut inner	11518531	1	4.40		
47	Repl	LT Wheelhouse liner nut upper	11513599	1	5.20		
48	Repl	LT Wheelhouse liner nut rear	11515638	1	1.05		
49	Repl	LT Front molding	23227752	1	79.18	Incl.	
50	Repl	LT Rear molding	23167643	1	38.85	Incl.	0.7
51	Repl	LT Water drain pnl	23200189	1	20.57		
52	Repl	LT Rear molding retainer	22884292	3	10.35		
53	Repl	LT Nameplate "LT"	22980986	1	6.04	0.2	
54	Repl	LT Qtr glass from 01/23/2014 w/privacy tint w/o theft sensor	23482876	1	310.89	Incl.	
55	Repl	LT Inner panel	22958202	1	218.98	3.0	0.8
56	Repl	LT Inner panel reinforcement	22971720	1	101.12		
57	Repl	LT Inner panel front extn	22786531	1	12.52		
58	Repl	LT Inner panel baffle front	23470083	1	11.18		
59	Repl	LT Rear extn	22818038	1	44.03		
60	Repl	LT Rear extn baffle	23477220	1	8.27		
61	Repl	LT Extension panel	22789622	1	28.08		
62	Repl	LT Inner wheelhouse front	22789624	1	59.77	1.5	0.3
63	Repl	LT Inner wheelhouse rear	22789626	1	56.25	1.5	0.3
64	R&I	Upper qtr trim w/speaker, 10 & 16 speakers shale				Incl.	
65	R&I	Lower qtr trim w/power config dune				Incl.	
66	<b>REAR SUSPENSION</b>						
67	Repl	LT Lower cntrl arm	22868629	1	67.07 m	0.7 M	
68	Repl	LT Shock CODE: AB8L	23290661	1	611.28 m	0.5 M	
69	Repl	Axle housing w/limited slip	23199119	1	1,821.98 m	5.9 M	
70		Deduct for Overlap				-0.3 M	
71		Deduct for Overlap				-0.3 M	
72	#	Repl DIFFERENTIAL LUBRICANT		2	45.00		
73	Repl	LT Axle shaft	23199121	1	247.11 m	Incl. M	
74	Repl	LT Axle bearing	12479031	1	67.00 m	Incl. M	
75	Repl	RT Axle seal	12471686	1	14.16	Incl. M	
76	Repl	LT Wheel stud	11588811	6	33.06	Incl. M	
77	Repl	LT Axle seal	12471686	1	14.16	Incl. M	
78	Repl	Cover gasket	22943110	1	31.99	Incl. M	
79	<b>REAR BODY</b>						
80	Repl	LT Side frame	23159074	1	53.18	4.0	1.5
81	Repl	LT Filler panel	22979701	1	77.39	1.0	0.3
82	Repl	LT Side panel	22786698	1	47.87	3.0	0.5

Claim #: 35-A-2Y0996-V1  
 Workfile ID: a21c9b07

## Estimate of Record

2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

83		Repl	LT Lower panel	22786707	1	25.45	1.0	0.3
84	*	Rpr	Rear floor pan				<u>6.0</u>	1.5
85		Repl	Sill	23147341	1	442.89	Incl.	1.5
86		Repl	Lower reinf	22786710	1	38.22	2.0	
87		Repl	LT Corner panel	23195041	1	25.22		
88		Repl	LT Inner wheelhouse	22876575	1	127.65		
89		Repl	Sill panel	22973168	1	329.35		
90		Repl	LT Rear rail	22770302	1	62.08	2.0	
91	*	R&I	Carpet Suburban & Yukon XL w/fr bucket dune				<u>1.0</u>	
NOTE: SETBACK CARPET IN LT. REAR AREA.								
92	<b>LIFT GATE</b>							
93		Repl	Lift gate Suburban	22756787	1	995.00	4.6	3.7
94			Overlap Major Adj. Panel					-0.4
95		Repl	LT Lift gate bumper lower	22826589	1	3.45		
96		Repl	LT Lift gate pad	13233501	1	7.90		
97		Repl	Nameplate "SUBURBAN"	15860871	1	80.52	0.2	
98		R&I	Handle				Incl.	
99		Blnd	Handle					0.4
100		Repl	Emblem	22814069	1	41.32	0.2	
101		R&I	Spoiler Suburban				0.5	
102		R&I	Upper trim shale				Incl.	
103		R&I	Lower trim panel w/power lift gate shale				Incl.	
104	<b>REAR LAMPS</b>							
105		Repl	LT Combo lamp assy	23476137	1	495.00	Incl.	
106		Repl	LT Combo lamp assy retainer	22884291	1	3.45		
107		R&I	RT Combo lamp assy				0.3	
108	<b>REAR BUMPER</b>							
109			O/H rear bumper				2.4	
110		Repl	Bumper cover	23142969	1	795.00	Incl.	3.2
111			Add for Clear Coat					1.3
112		Repl	LT Side bracket	22806431	1	12.18	0.1	
113		Repl	LT Side bracket bolt	11609489	1	1.05		
114		Repl	Bumper cover retainer	11609952	1	3.58		
115		R&I	Tow eye cap				Incl.	
116		Refn	Tow eye cap					0.2
117	*		Clear Coat					<u>3.0</u>
118		Repl	Step pad w/o chrome molding	22936468	1	138.29	Incl.	
119		Repl	Access cover	23142973	1	95.00	Incl.	0.4
120		Repl	Impact bar w/o power park brake	22806381	1	547.03	0.3	
121		Repl	Park sensor	23428268	1	149.50	Incl.	
122	#							
123	**	Repl	A/M COVER VEHICLE / BAG		1	5.00	0.2	
124	**	Repl	A/M CLEAN / RETAPE EMBLEMS		1	4.50	0.2	

Claim #: 35-A-2Y0996-V1  
 Workfile ID: a21c9b07

**Estimate of Record**

2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED									
OR MOLDINGS									
125	#	Subl	MOUNT / BALANCE - EACH	1	12.50	X			
126	**	Repl	A/M SEAM SEALER / CAULKING	1	16.00	T	0.3		
127	#	Subl	4 WHEEL ALIGNMENT COMPLETE	1	89.95	X			
128	#	Rpr	SETUP & MEASURE ON BENCH				2.0		
129	#	Rpr	PULL & SQUARE UNIBODY				3.0	F	
130	#	Refn	TINT COLOR FOR MATCH						0.5
131	#	Rpr	GLASS CLEAN UP				1.0		
132	**	Repl	A/M WELD THROUGH PRIMER	1	8.00	T	0.3		
133	**	Repl	A/M GLASS SEALANT KIT	1	20.00	T			
134	**	Repl	A/M CORROSION PROTECTION	1	8.00	T	0.3		
135	#	Subl	HAZARDOUS WASTE DISPOSAL	1	5.00	X			
136	<b>TIRES</b>								
137	*	Repl	BDGST P285/45R22 Dueler H/L Alenza BW 110H	BR01232	1	253.99	0.3		
138	<b>OTHER CHARGES</b>								
139	#	Towing		1	210.90				
140	#	Storage		12	396.00				
<b>SUBTOTALS</b>					<b>13,944.51</b>		<b>83.4</b>		<b>28.7</b>

**NOTES**

## Estimate Notes:

\*\*\* VEHICLE APPEARS TO BE A BORDERLINE TOTAL LOSS - CLAIM UNDER REVIEW \*\*\*

## Prior Damage Notes:

NONE.

Claim #: 35-A-2Y0996-V1  
 Workfile ID: a21c9b07

**Estimate of Record**

2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			13,178.16
Body Labor	72.5 hrs @	\$ 48.00 /hr	3,480.00
Paint Labor	28.7 hrs @	\$ 48.00 /hr	1,377.60
Mechanical Labor	7.9 hrs @	\$ 90.00 /hr	711.00
Frame Labor	3.0 hrs @	\$ 60.00 /hr	180.00
Paint Supplies			550.00
Miscellaneous			159.45
Other Charges			606.90
Subtotal			20,243.11
Sales Tax	\$ 13,780.16 @	8.3750 %	1,154.09
<b>Total Cost of Repairs</b>			<b>21,397.20</b>
Deductible			1,000.00
<b>Total Adjustments</b>			<b>1,000.00</b>
<b>Net Cost of Repairs</b>			<b>20,397.20</b>

**\*\*IMPORTANT DISCLOSURE - PLEASE READ BEFORE REPAIRING VEHICLE\*\***

This is a damage appraisal only, not an authorization to repair. THE VEHICLE OWNER MUST AUTHORIZE ALL REPAIRS.

Failure to obtain prior approval for payment of supplemental repairs may result in out of pocket expense to the vehicle owner or alternatively, the repair facility not receiving full payment for repairs.

All appraisals are subject to review by the Company to assure consistency with estimate guidelines.

This appraisal is based on an inspection of visible damage and may not address additional parts or labor that may be required if the vehicle is torn down for repairs or hidden damage is found. Those are commonly referred to as supplemental repairs.

Supplemental repairs should be reviewed with the Company's authorized representative for approval as part of the agreed upon estimate amount to verify relativity of the repairs and consistency with estimate guidelines. Any supplemental charges must be supported by documents such as photos, receipts, old parts, parts invoices and or any other document as required by ANPAC®.

The Company reserves the right to inspect any repairs or supplemental repairs.

This is not an authorization of payment or guarantee of coverage by the company or its insured[s]. Contact your Claims Representative to discuss details regarding your claim and potential coverage which may apply.

**WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.**

Estimate calculated using a preset user threshold amount for the paint and material cost.

Claim #: 35-A-2Y0996-V1  
 Workfile ID: a21c9b07

### Estimate of Record

2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GA15, CCC Data Date 10/16/2015, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS Information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.  
 X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.  
 M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.  
 CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.  
 HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non  
 Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.  
 R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.  
 Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Claim #: 35-A-2Y0996-V1  
Workfile ID: a21c9b07

**Estimate of Record**

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2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



Claim #: 35-A-2Y0996-V1  
Workfile ID: a21c9b07

**Estimate of Record**

2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

**TIRE PARTS SUPPLIERS**

Line	Supplier	Description	Price
137	NTB 3038 N EASTMAN RD LONGVIEW TX 75605 (903) 663-2570	BDGST P285/45R22 Dueler H/L Alenza BW 110H	\$ 253.99

Claim #: 35-A-2Y0996-V1  
Workfile ID: a21c9b07

**Estimate of Record**

2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI RED

**ALTERNATE PARTS USAGE**

Year: 2015 Color: RED Int: GRAY License: 280LSJ Production Date: 05/2015  
Make: CHEV Body Style: 4D UTV State: OK Odometer: 4667  
Model: K1500 4X4 Engine: 8-5.3L-FI VIN: 1GNSKJJC6FR704991 Condition:  
SUBURBAN LT

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	0	6
Optional OEM	0	0
Reconditioned	0	0
Recycled	0	0

EXHIBIT 19

Sent: Tuesday, November 10, 2015 10:10 AM

To: Susan Swanson

Subject: Fwd: Wright Suburban

CLAIM NO. OKBA-900 - Todd and Stacey Wright

MERCURY'S INSURED - Zachary Wilson Welding, LLC

Ms. Swanson,

Attached please find the estimate from my clients' insurer, American National Property and Casualty insurance, with respect to the Suburban. As you can see, the estimated damage is \$21,397.20. Further, the adjuster has requested a tear down to supplement his estimate for additional damage that is currently hidden from view. My clients are unwilling to allow a tear down at this time and want to move on this. To that end, my clients are willing to settle this claim against your insured-tortfeasor, Zachary Wilson Welding, LLC, for the following amounts: (1) \$22,000.00 to repair the property damage; (2) \$18,000.00 for diminished value (please refer to my initial letter re: my clients' diminished value claim - trade in after repairs will be approximately \$47k-\$47.5k - the vehicle was \$71k); and (3) \$15,000.00 for personal injuries related to Stacey Wright. Obviously, Mercury is still obligated to pay any outstanding towing fees, storage fees at Cummins, and rental fees at Cummins for the comparable rental my clients have been driving. As previously stated, all of those fees are recoverable in a lawsuit.

Mrs. Wright continues to treat with a physical therapist and her primary care physician. The physical therapist advised yesterday that Mrs. Wright will need PT for the considerable future due to back injuries related to the accident. That said, my clients want to move on and put this matter behind them. Accordingly, they are willing to settle this matter for \$55,000.00 at this time. This settlement demand will remain valid until Friday, November 13, 2015, at 5 p.m. CST. Please take this offer to your insured, Mr. Wilson.

We look forward to hearing from you re: this matter. If you have any questions or concerns, please do not hesitate to contact me.

Best regards,

Clay Bruner

Clayton B. Bruner, P.L.L.C.

Attorney at Law

The Weatherford Law Center

2811 E. Main

Weatherford, Ok 73096

Confidentiality

EXHIBIT 20

11/17/2015

Gmail - Wright Suburban

Best regards,  
Clay Bruner

Clayton B. Bruner, P.L.L.C.  
Attorney at Law  
The Weatherford Law Center  
2811 E. Main  
Weatherford, Ok 73096

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On Wed, Nov 11, 2015 at 8:08 AM, Susan Swanson <SSwanson@mercuryinsurance.com> wrote:

Mr. Bruner,

We have reviewed the estimate you submitted for your client's vehicle damages and I have discussed it with the adjuster at ANPC as well. The estimate from ANPC notes that your client's vehicle is a borderline total loss which was the conclusion of our appraiser as well. We are unable to settle your client's property damage without an accurate estimate for the damages to their vehicle as we cannot calculate any diminished value without the total amount of repairs. In addition, it is likely that their vehicle is a total loss, in which case diminished value would not be owed.

In regard to your client's bodily injury claim, if you have any medical records and bills you can submit I would be happy to review it. But without any documentation to substantiate your client's injuries, we are unable to settle your client's injury claim at this time.

Sincerely,

Susan Swanson

Mercury Insurance

From: Clayton Bruner [mailto:claybrunerlaw@gmail.com]

EXHIBIT 21

11/17/2015

Gmail - Wright Suburban

Senior Staff Appraiser - Field Operations - Auto

American National | 1949 E. Sunshine | Springfield, Missouri 65899 |

Cell - 405-306-4976

SMART THINKING, REWARDED™

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Clayton Bruner <claybrunerlaw@gmail.com>  
To: "Samuels, Jerry" <Jerry.Samuels@americannational.com>  
Cc: "Sanders, James" <james.sanders@americannational.com>

Wed, Nov 11, 2015 at 12:03 PM

Mr. Samuels,

Do not discuss my clients' claim with Mercury Insurance any longer. Thank you.

Best regards,  
Clay Bruner

Clayton B. Bruner, P.L.L.C.  
Attorney at Law  
The Weatherford Law Center  
2811 E. Main  
Weatherford, Ok 73096

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EXHIBIT 22

11/17/2015

Gmail - Wright Suburban

you have received this e-mail in error, please immediately notify me by telephone at (580) 774-5363 and permanently delete the original and any copy of any e-mail and any printout thereof. Notwithstanding the Uniform Electronic Transactions Act or the applicability of any other law of similar substance or effect, absent an express statement to the contrary herein, this email message, its contents, and any attachments hereto are not intended as a substitute for a writing.

On Mon, Nov 9, 2015 at 6:38 PM, Samuels, Jerry <Jerry.Samuels@americannational.com> wrote:

*Here is a copy of the preliminary estimate on the Suburban. I will need it torn down at a repair facility to complete a supplement for additional or hidden damage. Thank you.*

*Jerry Samuels*

Senior Staff Appraiser - Field Operations - Auto

American National | 1949 E. Sunshine | Springfield, Missouri 65899 |

Cell - 405-306-4976

SMART THINKING, REWARDED™

---

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---

Sanders, James <James.Sanders@americannational.com>  
To: Clayton Bruner <claybrunerlaw@gmail.com>  
Cc: "Samuels, Jerry" <Jerry.Samuels@americannational.com>

Wed, Nov 11, 2015 at 12:07 PM

Mr. Bruner,

Do not communicate with my staff appraiser any longer. Thank you.

Best Regards,

11/17/2015

Gmail - Wright Suburban

James W. Sanders

Claims Representative - Auto Claims Division

American National | 1949 E. Sunshine | Springfield, Missouri 65899 | 800-333-2861, ext. 2722

Fax: 417-887-5005

E-mail: james.sanders@americannational.com

SMART THINKING, REWARDED™

**From:** Clayton Bruner [mailto:claybrunerlaw@gmail.com]

**Sent:** Wednesday, November 11, 2015 12:03 PM

**To:** Samuels, Jerry

**Cc:** Sanders, James

**Subject:** Re: Wright Suburban

Mr. Samuels,

Do not discuss my clients' claim with Mercury Insurance any longer. Thank you.

Best regards,

Clay Bruner

Clayton B. Bruner, P.L.L.C.

Attorney at Law

The Weatherford Law Center

2811 E. Main

Weatherford, Ok 73096

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